



Registration of a Charge

Company name: **Johncorp (No.2) Limited**

Company number: **NI622409**



X6LA6MS8

Received for Electronic Filing: **14/12/2017**

Details of Charge

Date of creation: **08/12/2017**

Charge code: **NI62 2409 0002**

Persons entitled: **ROUTE FINANCE LIMITED AS SECURITY TRUSTEE**

Brief description: **THE LAND AND BUILDINGS KNOWN AS KENNEDY ENTERPRISE CENTRE BLACKSTAFF ROAD BELFAST BT11 9DT REGISTERED AT THE LAND REGISTRY OF NORTHERN IRELAND UNDER FOLIO AN127711 COUNTY ANTRIM AND OTHER PROPERTY AS MORE PARTICULARLY DESCRIBED IN CLAUSE 2.1 OF THE DEBENTURE.**

Contains fixed charge(s).

Contains floating charge(s) .

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **LYDIA HEFFRON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI622409

Charge code: NI62 2409 0002

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 8th December 2017 and created by Johncorp (No.2) Limited was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2017 .

Given at Companies House, Belfast on 15th December 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated 8 December 2017

JOHNCORP (NO.2) LIMITED

ROUTE FINANCE LIMITED
as Security Trustee

DEBENTURE

Certified a true copy of the
original of which it purports to
be a copy.

Cleaver Fulton Rankin

Dated: 14/12/2017

Cleaver Fulton Rankin Limited
Solicitors, Belfast

Contents

	Clause	Page
1	Covenant to pay.....	1
2	Charging provisions.....	1
3	Continuing security	5
4	Undertakings.....	5
5	Security protections	7
6	Enforcement	8
7	Appointment of Receiver or Administrator	9
8	Power of attorney.....	11
9	Delegation.....	11
10	Application of security proceeds.....	11
11	Costs and expenses	11
12	Set-off	12
13	Investigations	12
14	Notices	12
15	Miscellaneous	12
16	Definitions	13
17	Release.....	15
18	Governing law.....	15
	The Schedule.....	Error! Bookmark not defined.

LAND REGISTRY OF NORTHERN IRELAND

FOLIO: AN127711

COUNTY: ANTRIM

REGISTERED OWNER: JOHNCORP (NO.2) LIMITED

This Debenture is made on 8 December 2017

Between

- (1) **Johncorp (No.2) Limited**, a company incorporated in Northern Ireland with registered number NI622409 and having its registered office at First Floor, 28 Adelaide Street, Belfast, Northern Ireland, BT2 8GD (**Company**); and
- (2) **Route Finance Limited**, a company incorporated in England and Wales with registered number 04655794 and having its registered office at 3 Sherring Close, Bracknell, Berkshire RG42 2LD as security trustee for the Secured Parties (**Security Trustee**).

Whereas

- (A) The Company has entered into an intercompany guarantee together with Johncorp (No.1) Limited in favour of the Security Trustee (as Security Trustee for the Secured Parties) (**Intercompany Guarantee**) as security for the obligations of Highgarden Limited (Company Number: 08500615) (**Borrower**) under a loan note instrument constituting £4,750,000 secured loan notes and a loan note instrument constituting £415,000 secured 'A' loan notes. The Borrower will issue loan notes from time to time under the Loan Note Instruments to members of the investor network of the Security Trustee (**Investors**).
- (B) Under this Deed, the Company provides security to the Security Trustee (as security trustee for the Secured Parties) for the payment or discharge of the Secured Liabilities.

It is agreed

1 Covenant to pay

- 1.1 The Company, as primary obligor covenants to the Security Trustee (as security trustee for the Secured Parties) that it will on demand in writing pay or discharge the Secured Liabilities when the same are due and payable.
- 1.2 If the Company shall fail to pay any amount under this Debenture when it is due then such amount shall bear interest (after as well as before judgement and payable on demand) at the Default Rate from time to time from the due date until the date such amount is paid in full to the Security Trustee.

2 Charging provisions

- 2.1 As continuing security for the payment and discharge of the Secured Liabilities the Company as beneficial owner (and also in the case of registered land as registered owner or the person entitled to be registered as registered owner) hereby as a continuing security for the payment or discharge of the Secured Liabilities:-
 - (a) GRANTS AND DEMISES that part of the property described in Schedule 1 that comprises unregistered freehold land together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property to hold the same unto the Security Trustee (as security

trustee for the Secured Parties) for the term of ten thousand years from the date hereof subject to the proviso for redemption hereinafter contained;

- (b) GRANTS AND DEMISES that part of the property described in Schedule 1 that comprises unregistered leasehold land together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property to hold the same unto the Security Trustee (as security trustee for the Secured Parties) for the residue of the terms of years created by the respective leases short particulars of which are also set out in Part Two of Schedule 1 hereto less the last ten days thereof subject to the proviso for redemption hereinafter contained;
- (c) CHARGES that the property described in Schedule 1 that comprises land registered at the Land Registry of Northern Ireland together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on any such property with payment to the Security Trustee (as security trustee for the Secured Parties) and hereby requests that the charge hereby created be registered as a burden on such property subject to the proviso for redemption hereinafter contained;
- (d) CHARGES to the Security Trustee (as Security Trustee for the Secured Parties):
 - (i) by way of fixed charge:
 - (A) all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of this Debenture (other than any property charged in terms of clause 2.1 (a) to 2.1(c) above) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
 - (B) all present and future interests of the Company in or over land or the proceeds of sale of it and all present and future licences of the Company to enter upon or use land and the benefit of all other agreements relating to land to which it is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under this Debenture;
 - (C) all present and future plant and machinery not otherwise charged under this clause 2 and all other present and future chattels of the Company (excluding any of the same for the time being forming part of the Company's stock in trade or work in progress);
 - (D) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;
 - (E) all rights and interests in and claims under all policies of insurance and assurance held or to be held by or insuring to the benefit of the Company and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;

- (F) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which it may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- (G) all the Company's goodwill and uncalled capital for the time being;
- (H) all present and future book and other debts and monetary claims of the Company whether payable now or in the future and the benefit of all present and future rights and claims of the Company against third parties relating to them and capable of being satisfied by the payment of money (save as charged under clause 2.1(d)(i)(E));
- (I) all present and future bank accounts, cash at bank and credit balances of the Company with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest); and

(e) by way of floating charge all the Assets not effectively otherwise mortgaged, charged or assigned by this clause 2.

- 2.2 The Company as beneficial owner hereby assigns in favour of the Security Trustee (as security trustee for the Secured Parties) (subject to the right of the Company to redeem such assignment upon payment or discharge in full of the Secured Liabilities) (insofar as they are capable of being assigned by way of security) all the right, title and interest of the Company in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provision of this Debenture.
- 2.3 To the extent that any such right, title and interest as is referred to in clause 2.2 is not assignable or capable of assignment, the assignment thereof purported to be effected by such clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive therefrom or be awarded or entitled to in respect thereof, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.
- 2.4 Any mortgage, fixed charge or other fixed security created by the Company in favour of the Security Trustee shall have priority over the floating charge created by this Debenture, except insofar as the Security Trustee shall declare otherwise whether at or after the time of creation of such fixed security.
- 2.5 The Security Trustee may at any time, by notice to the Company, immediately convert the floating charge created under clause 2.1(e) into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from the Security Trustee, automatically be converted with immediate effect into a fixed charge:

- (a) in respect of any Assets which become subject to a fixed charge in favour of any other person;
- (b) in respect of all the Assets charged under clause 2.1(e) if and when the Company ceases to carry on business or to be a going concern; and
- (c) in respect of all the Assets on the making of an order for the compulsory winding-up of the Company, on the convening of a meeting for the passing of a resolution for the voluntary winding-up of the Company or the taking of any steps (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

2.6 The Company hereby attorns tenant to the Security Trustee of any part of the property mortgaged by clauses 2.1(a) to 2.1(b) above at the yearly rent of five pence (if demanded) provided always that the Security Trustee 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 the Security Trustee liable to account to any person as mortgagee in possession.

2.7 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 part of the property mortgaged by clauses 2.1(a) to 2.1(b) above in trust for the Security Trustee and to assign, convey or dispose of the same as the Security Trustee may direct (subject to the proviso for redemption hereinbefore contained) and the Security Trustee may at any time during the continuance of the security hereby created 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.

2.8 The Company will not without the previous written consent of the Security Trustee (save as permitted under the Loan Note Instruments):

- (a) create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of its Assets; or
- (b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of its Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arm's length terms in the ordinary course of trading); or
- (c) in any way dispose of the equity of redemption of any such Asset or any interest in any such Asset.

2.9 The Company consents to an inhibition in the following terms to be entered on the Folios relating to the property described in Part Three of Schedule 1 that is registered at The Land Registry of Northern Ireland:

"No disposition of the folio by the registered owner of the folio is to be registered without the written consent of the registered owner for the time being of the charge dated [] [] 20[] between Johncorp (No.1) Limited and Route Finance Limited (as security trustee for the Secured Parties referred to in the charge) or, if appropriate, signed on behalf of such registered owner of such charge by its authorised signatory".

2.10 The Company will, immediately upon execution of this Debenture, deliver to the Security Trustee (or as it shall direct) all certificates and other documents of title to the stocks, shares and other securities referred to in clause 2.1(d)(D) above together with stamped stock transfer forms in respect of the same executed in blank (except for the number and class of shares and the name of the transferor) and left undated. The Security Trustee may at any time after the security constituted by this Debenture has become enforceable complete the instruments of transfer on behalf of the Company in favour of itself or such other person as it shall select.

2.11 The Company (at its own cost) will on demand in writing by the Security Trustee execute and deliver in such form as the Security Trustee may reasonably require:

- (a) a legal mortgage or charge of any freehold or leasehold property of the Company which is not effectively charged by clause 2.1(a) to 2.1(c) and of any freehold or leasehold property acquired by the Company after the date of this Debenture;
- (b) a fixed charge or assignment in security of any Asset subject to a floating charge under clause 2.1(e) or any intellectual property rights;
- (c) a chattel mortgage over such chattels, plant and machinery as the Security Trustee may specify; and
- (d) a notice of any assignment of its right, title and interest to any of the agreements referred to in clause 2.2 above,

and the Company will execute such other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as the Security Trustee may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by this Debenture or for facilitating the realisation of the Assets or the exercise of any rights of the Security Trustee hereunder.

2.12 The Company shall get in and realise the Company's book and other debts and other monies, in the ordinary course of its business and hold the proceeds of the getting in and realisation upon trust for the Security Trustee.

2.13 Paragraph 15 of Schedule B1 to the 1989 Order shall apply to any floating charge created pursuant to this Debenture.

3 Continuing security

This security will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right, remedy or security of whatever sort which the Security Trustee may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of such other right remedy or security.

4 Undertakings

4.1 The Company will:

- (a) at all times comply with the terms of this Debenture and of all agreements relating to the Secured Liabilities;

- (b) keep the Assets in good and substantial repair and in good working order and condition, ordinary wear and tear excepted;
- (c) preserve and maintain and, where necessary, renew all intellectual property rights owned or used by the Company (including, without limitation, those referred to in clause 2.1(d)(i)(F));
- (d) comply in all material respects with the terms of all applicable laws and regulations including (without limitation) all environmental laws, legislation relating to public health, town & country planning, control and handling of hazardous substances or waste, fire precautions and health and safety at work;
- (e) promptly notify the Security Trustee of the acquisition by the Company of any estate or interest in any freehold, heritable or leasehold property;
- (f) ensure that all of the Assets that are insurable are insured with reputable insurance companies or underwriters to such extent and against such risks as is normal for prudent companies in businesses similar to those of the Company (or as otherwise requested in writing by the Security Trustee from time to time) and (without limitation to the generality of the foregoing):
 - (i) pay all premiums and other monies due and payable under all such insurances and provide premium receipts or any other evidence of payment promptly upon request to do so by the Security Trustee; and
 - (ii) ensure that the interest of the Security Trustee is noted on the policies in respect of such insurances or, at the request of the Security Trustee, that such policies contain such other provisions for the protection of the Security Trustee as the Security Trustee may from time to time require;
- (g) deposit with the Security Trustee all deeds, certificates and documents of title relating to the Assets or any part thereof charged by this Debenture and all policies of insurance and assurance;
- (h) promptly pay or cause to be paid and indemnify the Security Trustee and any Receiver or administrator against all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever now or at any time in the future payable in respect of any of its properties (or any part thereof) or by the owner or occupier thereof;
- (i) not make any structural or material alteration to or to the user of any of its properties or do or permit to be done anything which is a "development" within the meaning of the Town and Country Planning Acts from time to time (or any orders or regulations under such Acts) or do or permit to be done any act, matter or thing where to do so would have a material and adverse effect on the value of any of its properties or on the marketability of any of such properties;
- (j) not grant any lease of, part with possession or share occupation of, the whole or any part of any of its properties or confer any licence, right or interest to occupy or grant any licence or permission to assign, under-let or part with possession of the same in any way which is likely to have a material and adverse effect upon the value of any of such properties;

- (k) not vary, surrender, cancel or dispose of, or permit to be forfeit, any leasehold interest in any of its properties;
- (l) observe and perform all covenants, agreements and stipulations from time to time affecting its interest in any of its properties or contained in any lease, agreement for lease or tenancy agreement under which any part of such properties may be held;
- (m) notify the Security Trustee immediately in the event of any creditor executing diligence against the Company or any distress or execution is levied or enforced against the Company or any third party debt order or freezing order is made and served on the Company;
- (n) notify the Security Trustee immediately if any steps (including, without limitation, the making of any application or the giving of any notice) are taken by any person (including, without limitation, the Company) in relation to the administration, receivership, winding-up or dissolution of the Company;
- (o) not to allow any person other than itself to be registered under the Land Registration Act (Northern Ireland) 1970 or the Land Registration Act 2002 (as appropriate) as proprietor of any of its properties (or any part thereof) or create or permit to arise any overriding interest or burden as specified in the Land Registration Act (Northern Ireland) 1970 affecting any such property;
- (p) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value or marketability of any of its Assets.

5 Security protections

- 5.1 If the Company fails to keep any of the Assets in good and substantial repair and in good working order and condition or does not take out and maintain such insurances as set out above or prove to the Security Trustee that the premiums and other moneys have been paid then the Security Trustee may (as it thinks fit) repair and keep in repair the Assets or any of them (and for that purpose it or any of its agents may enter upon the properties of the Company) or take out or renew any such insurance in any sum and on terms as the Security Trustee may think fit.
- 5.2 The Security Trustee will be entitled to be paid the proceeds of any policy of insurance of the Company (other than in respect of employers' or public liability) and the Company will promptly irrevocably instruct any insurer of a policy to pay the proceeds of it to the Security Trustee and undertakes to the Security Trustee to repeat that instruction if the Security Trustee requires.
- 5.3 All moneys received on any insurance policy of the Company (unless paid to the Security Trustee in terms of clause 5.2) will, as the Security Trustee requires, be applied either in making good the loss or damage in respect of which the money is received or in or towards discharge of the Secured Liabilities.
- 5.4 The Company will permit any authorised representative of the Security Trustee at all reasonable times to enter upon any part of the properties of the Company and of any other property where the Company may be carrying out any contract or other works and to inspect the Company's books of account and other books and documents and those of its subsidiaries.

5.5 No statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the whole or any part of the properties charged under this Debenture will be capable of being exercised by the Company without the previous written consent of the Security Trustee.

5.6 The Company shall not be entitled to part with possession (otherwise than on the determination of any lease, tenancy or licence) of any properties hereby charged, or to share the occupation thereof with any other person or persons, or to surrender or purport to surrender or permit to be forfeited the lease of any leasehold property hereby charged without the prior written consent of the Security Trustee.

5.7 The obligations of the Company under this Debenture will not be affected by any act, omission, circumstance, matter or thing which but for this provision might operate to release or otherwise exonerate it from any of its obligations hereunder in whole or in part, including (without limitation):

- (a) any variation, extension, discharge, compromise, dealing with, exchange or renewal of any right or remedy which the Security Trustee may have now or in the future from or against the Company or any other person in respect of the Secured Liabilities;
- (b) any act or omission by the Security Trustee or any other person in taking up, perfecting or enforcing any security or guarantee from or against the Company or any other person or the invalidity or unenforceability of any such security or guarantee;
- (c) any amendment, variation, restatement or supplement of or to, or novation, transfer or termination (in whole or in part) of, any document relating to the Secured Liabilities or any exercise by the Security Trustee (in its absolute discretion) of its rights to refuse, grant, continue, vary, review, determine or increase any credit or facilities to the Company;
- (d) any grant of time, indulgence, waiver or concession to the Company or any other person;
- (e) any arrangement or compromise entered into between the Security Trustee and the Company or any other person;
- (f) the administration, insolvency, bankruptcy, liquidation, winding-up, dissolution, incapacity, limitation, disability, discharge by operation of law or any change in the constitution, name and style of, the Company or any other person;
- (g) the invalidity, illegality, unenforceability, irregularity or frustration of the Secured Liabilities or any of the obligations of the Company; and/or
- (h) any postponement, discharge, reduction, non-provability or other similar circumstance affecting any obligation of any other person resulting from any insolvency, liquidation or dissolution proceedings or from any law, regulation or order.

6 Enforcement

6.1 The security constituted by this Debenture shall become enforceable and the Security Trustee may exercise the Powers without further notice to the Company upon and at any time after the occurrence of any of the following events:

- (a) if the Company has failed to pay all or any of the Secured Liabilities in accordance with clause 1;
- (b) any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or by any other person to appoint an administrator in respect of the Company;
- (c) any step is taken (including, without limitation, the making of an application or the giving of any notice) by the Company or any other person to wind up or dissolve the Company or to appoint a liquidator, trustee, receiver, administrative receiver or similar officer to the Company or any part of its undertaking or assets; and/or
- (d) the making of a request by the Company for the appointment of a Receiver or administrator.

6.2 Section 20 of the 1881 Act will not apply to this Debenture but the statutory power of sale will as between the Security Trustee and a purchaser from the Security Trustee arise on and be exercisable at any time after the execution of this Debenture provided that the Security Trustee will not exercise the power of sale until payment of all or any part of the Secured Liabilities has been demanded or a Receiver has been appointed but this proviso will not affect a purchaser or put him upon inquiry whether such demand or appointment has been validly made.

6.3 The statutory powers of sale, leasing and accepting surrenders exercisable by the Security Trustee under this Debenture are extended so as to authorise the Security Trustee whether in its own name or in that of the Company to grant a lease or leases of the whole or any part or parts of the freehold and leasehold property of the Company with whatever rights relating to other parts of it and containing whatever covenants on the part of the Company and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Security Trustee thinks fit.

6.4 Section 17 of the 1881 Act (restriction on consolidation of mortgages) will not apply to this Debenture.

7 Appointment of Receiver or Administrator

7.1 At any time after the security constituted by this Debenture has become enforceable the Security Trustee shall be and is entitled by instrument in writing to appoint any one or more persons as:

- (a) a Receiver of all or any of the Assets; and/or
- (b) an administrator of the Company,

in each case in accordance with and to the extent permitted by applicable laws.

7.2 Where more than one Receiver or administrator is appointed they will have power to act separately (unless the appointment of the Security Trustee specifies to the contrary).

7.3 Any appointment over part only of the Assets charged under this Debenture will not preclude the Security Trustee from making any subsequent appointment of a Receiver or administrator over any part of the Assets over which an appointment has not previously been made by it.

7.4 The Security Trustee may from time to time determine the remuneration of the Receiver and may (subject to Article 55 of the 1989 Order) remove the Receiver from all or any part of the Assets of which he is the Receiver and at any time after any Receiver has vacated office or ceased to act, appoint a further Receiver over all or any part of those Assets.

7.5 The Receiver and/or administrator will be the agent of the Company (which will be solely liable for his acts, defaults and remuneration) and will have and be entitled to exercise in relation to the Company all the powers set out in Schedule 1 to the Insolvency Act 1986 and all the powers conferred from time to time on Receivers by statute and in particular by way of addition to but without prejudice to those powers (and those of the Security Trustee) the Receiver and/or administrator will have power:

- (a) to sell, let or lease or concur in selling, letting or leasing and to vary the terms or determine, surrender or accept surrenders of leases or tenancies of or grant options and licences over all or any part of the Assets and so that any such sale may be made for cash payable by instalments or for shares or securities of another company and the Receiver may promote or concur in promoting a company to purchase the Assets to be sold;
- (b) to sever any fixtures (including trade and tenant's fixtures) from the property of which they form part;
- (c) to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Assets, including, without limitation, all voting and other rights attaching to stocks, shares and other securities owned by the Company;
- (d) to make and effect all repairs and improvements;
- (e) to redeem any prior encumbrance and to settle and pass the accounts of the encumbrancer and any accounts so settled and passed will (subject to any manifest error) be conclusive and binding on the Company and the moneys so paid will be deemed to be an expense properly incurred by the Receiver or administrator;
- (f) to promote the formation of a subsidiary or subsidiaries of the Company, including, without limitation, any such Company formed for the purpose of purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Company;
- (g) to make any arrangement or compromise which the Security Trustee or the Receiver or the administrator may think fit;
- (h) to make and effect all repairs, renewals, improvements, and insurances;
- (i) to appoint managers officers and agents for any of the purposes referred to in this clause 7 at such salaries as the Receiver or administrator may determine; and/or
- (j) to do all other acts and things as may be considered by the Receiver or administrator to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Assets.

7.6 No purchaser or other person dealing with the Security Trustee, any Receiver or administrator or any agent or delegate thereof shall be obliged or concerned to enquire whether the right of the Security Trustee or any Receiver or administrator to exercise any of the powers conferred by or referred to in this Debenture has arisen or become exercisable, whether any of the Secured Liabilities remain outstanding or be concerned with notice to the contrary or whether

an event has occurred to authorise the Security Trustee or any Receiver or administrator to act or as to the propriety or validity of the exercise or purported exercise of any such power.

8 Power of attorney

The Company irrevocably and by way of security appoints the Security Trustee (whether or not a Receiver or administrator has been appointed) and also (as separate appointments) any Receiver, administrator or Delegate severally as the attorney and attorneys of the Company, for the Company and in its name and on its behalf and as its act and deed or otherwise to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under this Debenture or may be required or deemed proper in the exercise of any rights or powers conferred on the Security Trustee or any Receiver or administrator hereunder or otherwise for any of the purposes of this Debenture.

9 Delegation

Each of the Security Trustee and any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on them or any of them by this Debenture (including the power of attorney granted under clause 8). Any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as the Security Trustee or any Receiver shall think fit. Neither the Security Trustee nor any Receiver shall be in any way liable or responsible to the Company for any loss or liability arising from any act, default, omission or misconduct on the part of any Delegate.

10 Application of security proceeds

10.1 Any moneys received under the powers conferred by this Debenture will, subject to the terms of the Intercreditor Agreement and to the payment or repayment of any prior claims, be paid or applied in the following order of priority:

- (a) first, in discharging any sums owing to the Security Trustee;
- (b) second, in discharging any sums owing to any Receiver, administrator or Delegate (howsoever described);
- (c) third, to the extent that the same remain outstanding, in or towards payment of any debts or claims which are by statute payable in preference to the Secured Liabilities to the extent to which such debts or claims have such preference;
- (d) fourth, in and towards payment and discharge to the Secured Liabilities on a pro rata basis between the relevant Secured Parties; and
- (e) lastly, in payment of the surplus (if any) to the Company or other person entitled to such amounts.

10.2 The Company may not appropriate any payment to, or other sum received, recovered or held by, the Security Trustee in or towards payment of any particular part of the Secured Liabilities.

11 Costs and expenses

The Company shall pay or reimburse to the Security Trustee on demand (on a full indemnity basis) all costs, charges and expenses (including legal fees) incurred or to be incurred by the Security Trustee in the creation, registration, perfection, enforcement, discharge and/or

assignment of this Debenture (including, without limitation, the costs of any proceedings in relation to this Debenture or the Secured Liabilities), which costs, charges and expenses shall form part of the Secured Liabilities.

12 Set-off

The Company agrees that the Security Trustee may set off monies owing from time to time by the Security Trustee or any Secured Party to the Company against any monies owing to it under this Debenture.

13 Investigations

If any event of default (howsoever described) in any agreement between the Security Trustee and the Company occurs then (while it is continuing unwaived) the Security Trustee shall be entitled to initiate an investigation of, and/or instruct any report (accounting, legal, valuation or other) on, the business and affairs of the Company and/or any other Group Company which the Security Trustee considers necessary to ascertain the financial position of the Company, all fees and expenses incurred by the Security Trustee in so doing being payable by the Company.

14 Notices

14.1 Any communication to be made under or in connection with this Debenture shall be made in writing and, unless otherwise stated, may be made by personal delivery or by first class special delivery (or its equivalent) mail.

14.2 The address of the Security Trustee for any communication or document under or in connection with this Debenture is its registered office at the time such communication or document is made or delivered.

14.3 The address of the Company for any communication or document under or in connection with this Debenture is its registered office at the time such communication or document is made or delivered.

14.4 Any communication made or document made or delivered by one person to another under or in connection with this Debenture will only be effective:

- (a) if personally delivered (including by courier), at the time of delivery; or
- (b) if by way of letter, when it has been delivered to the relevant address or 3 Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address.

14.5 Any communication or document to be made or delivered to the Security Trustee will be effective only when actually received by the Security Trustee.

15 Miscellaneous

15.1 If at any time any provision of this Debenture is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will be in any way affected or impaired.

- 15.2 No failure or delay by the Security Trustee in exercising any right or remedy under this Debenture shall operate as a waiver, and no single or partial exercise shall prevent further exercise, of any right or remedy.
- 15.3 The Security Trustee will be entitled to disclose to any Secured Party or its advisors or any regulatory authority confidential information concerning this Debenture or any arrangement made in connection with this Debenture.
- 15.4 A certificate by any duly authorised officer of the Security Trustee as to the amount of the Secured Liabilities or any part of them shall, in the absence of manifest error, be conclusive and binding on the Company.

16 Definitions

- 16.1 In the interpretation of this Debenture:

A Notes means the £415,000 secured 'A' loan notes of the Borrower

1881 Act means the Conveyancing and Law of Property Act 1881

1911 Act means the Conveyancing Act 1911

1989 Order means the Insolvency (Northern Ireland) Order 1989

Assets means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company

Business Day means a day other than a Saturday or Sunday on which banks are open for business in London

Debenture means the debenture constituted by this Deed

Default Rate means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefore

Delegate means any person appointed by the Security Trustee or any Receiver pursuant to clause 9 and any person appointed as attorney of the Security Trustee, Receiver or any person so appointed by the Security Trustee or Receiver

Finance Document has the meaning ascribed to that term in any Loan Note Instrument;

Group means the Company, each of its subsidiaries, any holding company of the Company, any holding company of that holding company and all subsidiaries of those holding companies and **Group Company** is construed accordingly

Intercreditor Agreement means the intercreditor agreement dated on or around the date of this instrument and made between the Borrower, and the Security Trustee, and others

Loan Note Instruments means together (i) the instrument by the Borrower constituting the Senior Notes dated on or around the date of this Debenture and (ii) the instrument by the Borrower constituting the A Notes dated on or around the date of this Debenture.

Notes means together the Senior Notes and the A Notes, constituted by the Loan Note Instruments

Powers means all the powers conferred on mortgagees by the 1881 Act and the 1911 Act (as varied or extended by this Debenture), all the powers conferred on the holder of a qualifying floating charge (as defined in the 1989 Order) by the 1989 Order and all or any of the rights and powers conferred by this Debenture

Properties means at any time the freehold, heritable and leasehold properties of the Company at that time

Receiver means an administrative receiver, receiver and manager or other receiver appointed pursuant to this Debenture in respect of the Company or over all or any of the Assets charged by this Debenture

Secured Liabilities means all present and future monies, obligations and liabilities owed by the Company to any or all of the Secured Parties under or in connection with the terms of the Loan Note Instrument, the Intercompany Guarantee, this Debenture, or any other Finance Document with all interest accruing in respect of such monies or liabilities

Secured Parties means the Investors and the holders of Notes from time to time (each a **Secured Party**).

Senior Notes means the £4,750,000 secured loan notes of the Borrower.

16.2 References to:

- (a) statutes, statutory provisions and other legislation shall include all amendments, substitutions, modifications and re-enactments for the time being in force and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant legislation;
- (b) **control** of any Company shall be interpreted in accordance with Section 840 of the Income and Corporation Taxes Act 1988;
- (c) **including** shall not be construed as limiting the generality of the words preceding it;
- (d) this Debenture shall include the Schedules to it;
- (e) any term or phrase defined in the Companies Act 2006 (as amended from time to time) shall bear the same meaning in this Debenture;
- (f) words importing the singular shall include the plural and vice versa and words denoting any gender shall include all genders;
- (g) this Debenture and to any provisions of it or to any other document referred to in this Debenture shall be construed as references to it in force for the time being as amended, varied, supplemented, restated, substituted or novated from time to time;
- (h) any **person** are to be construed to include references to a corporation, firm, Company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- (i) any **person** are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

- (j) clause headings are for ease of reference only and are not to affect the interpretation of this Debenture;
- (k) the **Security Trustee** means Route Finance Limited and its successors and assignees from time to time.

16.3 The terms of the documents under which the Secured Liabilities arise and of any side letters between the Company and the Security Trustee in relation thereto are incorporated herein to the extent required for any purported disposition of the Assets (or any of them) contained in this Debenture to be a valid disposition in accordance with the Statute of Frauds 1695.

17 Release

If the Security Trustee is satisfied that the Secured Liabilities have been unconditionally and irrevocably repaid or discharged in full, the Security Trustee will at the request and cost of the Company to take whatever action is required in order to release the Assets from the security constituted by this Debenture.

18 Governing law

This Debenture will be governed by and construed according to the laws of Northern Ireland.

IN WITNESS whereof this Debenture has been executed by the Company and the Security Trustee as a deed the day and year first written above.

The Schedule

The land and buildings known as Kennedy Enterprise Centre Blackstaff Road Belfast BT11 9DT
registered at the Land Registry of Northern Ireland under folio AN127711 County Antrim

Executed as a deed by
Johncorp (No.2) Limited
acting by a director in the presence of

)
)
) D:

[Redacted signature]

[Redacted signature]
Signature of witness

[Redacted signature]
Signature of witness

Name [Redacted]

Name [Redacted]

Address [Redacted]

Address [Redacted]

Executed as a deed by
Route Finance Limited
acting by a director in the presence of

)
)
) Director

Signature of witness

Name

Address