

MR01

Particulars of a charge



Companies House

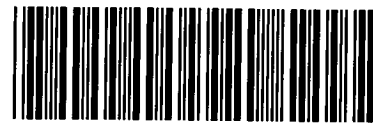
COMPANIES HOUSE
FEE PAID
BELFAST



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A fee is be payable with
Please see 'How to pay' on

WEDNESDAY



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02/12/2020

#114

COMPANIES HOUSE

☒ **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.gov.uk/companieshouse

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



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

1 Company details

Company number N 1 6 2 9 0 0 2
Company name in full COULTER CORPORATE 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 d 1 d 9 m 1 m 1 y 2 y 0 y 2 y 0

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 KENTWOOD ESTATES 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
BELFAST
02 DEC 2020
RECEPTION DESK

MR01

Particulars of a charge

4

Brief description

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

Brief description

NONE

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

Please limit the description to the available space.

5

Other charge or fixed security

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

☒ Yes

☐ No

6

Floating charge

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☒ Yes

7

Negative Pledge

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

☒ Yes

☐ No

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

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

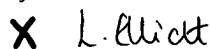
9

Signature

Please sign the form here.

Signature

Signature



(as solicitor for the Secured Creditor)

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

MR01

Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	LYNSEY ELLIOTT
Company name	DAVIDSON MCDONNELL
Address	
24 WARING STREET	
Post town	BELFAST
County/Region	ANTRIM
Postcode	B T 1 2 D X
Country	NORTHERN IRELAND
DX	445NR BELFAST 1
Telephone	028 9099 8213



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

DATED 19 NOVEMBER 2020

- (1) COULTER CORPORATE LIMITED
- (2) KENTWOOD ESTATES LIMITED

MORTGAGE DEBENTURE

 DAVIDSON McDONNELL

I hereby certify this to be a
true and complete copy of the
original. *Davidson McDonnell*
Date 2 December 2020
| DAVIDSON McDONNELL |
SOLICITORS

LAND REGISTRY OF NORTHERN IRELAND

FOLIO:

COUNTY:

REGISTERED OWNER:

This **MORTGAGE DEBENTURE** is made as a **DEED** and dated 19 November 2020

BETWEEN

- (1) **COULTER CORPORATE LIMITED**, a company incorporated in Northern Ireland with registered number NI629002 and having its registered office at 56 Templepatrick Road, Ballyclare, County Antrim, BT39 9TX (the "**Chargor**"); and
- (2) **KENTWOOD ESTATES LIMITED** a company incorporated in Northern Ireland with company number NI064916 and having its registered office at Craig Plaza, 51-55 Fountain Street, Belfast, BT1 5EB (the "**Secured Creditor**").

WHEREAS

- (A) The Chargor is or may in the future become indebted to the Secured Creditor (whether as principal debtor or as guarantor, surety or in any other capacity whatsoever).
- (B) As security for the payment and discharge of all Obligations of the Chargor to the Secured Creditor, the Chargor has agreed to provide the Secured Creditor with a mortgage debenture on the terms more particularly set out herein.

1. DEFINITIONS AND INTERPRETATION

1.1 The following definitions apply in this Deed:

"Accounts" means each account held by the Chargor (or held by a nominee on behalf of the Chargor) with any bank or other financial institution including those (if any) set out in Schedule 2 (*Charged Assets*) Part E (*Accounts*) and any account designated as a realisations account for the proceeds of any Disposal of the assets of the Chargor;

"Administrator" means one or more administrators of the Chargor appointed or to be appointed pursuant to the provisions of this Deed or under any applicable provision of law;

"Administrative Receiver" means one or more administrative receivers of the Chargor appointed or to be appointed pursuant to the provisions of this Deed or under any applicable provision of law;

"Advisers" means each of the professional advisers of the Secured Creditor engaged by the Secured Creditor to advise in respect of any matters connected with the Chargor to include the Secured Creditor's legal, financial, environmental, tax, property, construction, planning and other advisers and the term **"Adviser"** means any one or more of them as the context may require or admit;

"Agreement" means the agreement dated on or about the date of this Deed and made between Ian Coulter (1) and the Secured Creditor (2);

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Belfast;

"Charged Assets" means those assets which are, from time to time, the subject of Clause 3.2;

"Chattels" means (save to the extent that it is part of the stock-in-trade of the Chargor) all chattel items, plant, machinery, vessels, vehicles, furniture, fittings, computers and office and other equipment and utensils of the Chargor of whatsoever nature and wheresoever situate (both present and future) including the Chattels (if any) more particularly set out in Schedule 2 (*Charged Assets*) Part B (*The Chattels*);

"Contracts" means each contract, agreement, instrument, guarantee bond, deed or other arrangement entered into between the Chargor and any person (other than the Secured Creditor) including all contracts for the maintenance and repair of any Charged Asset and any warranty relating to a Charged Asset including the Contracts (if any) more particularly set out in Schedule 2 (*Charged Assets*) Part D (*Contracts*);

"Criminal Damage Compensation" means all Rights of the Chargor under The Criminal Damage (Compensation) (Northern Ireland) Order 1977 and all Rights to any compensation or other amounts due to or paid to the Chargor under the aforesaid Order;

"Debts" means a monetary claim of any kind due and owing from a third party to the Chargor (whether present, future or contingent and whether originally owing to the person entitled to it or acquired by that person from someone else) and all Rights (including any Security Interest) connected with it;

"Deposit" means all monies from time to time standing to the credit of any one or more, as the context requires or admits, of the Accounts together with all other Rights and benefits accruing to or arising in connection with each Account (including, without limitation but only if applicable, any entitlements to interest or other amounts accruing to that Account);

"Disposal" means any transfer or other disposal of an asset or of an interest in an asset, or the creation of any Right over an asset in favour of another person, but not the creation of a Security Interest and the term **"Dispose"** shall be construed accordingly;

"Enforcement Time" means any time at which an Event of Default has occurred;

"Environment" means all of the air, water and land, including (without limitation) the air within buildings and the air within other natural or man-made structures above or below ground, ground and surface water and surface and sub-surface soil;

"Environmental Law" means all applicable statutes, treaties, regulations, directives or similar measures relating to the pollution or protection of the Environment that affects the Charged Assets;

"Event of Default" has the meaning given to that expression in the Agreement;

"Financial Collateral" shall have the meaning given to that expression in the Financial Collateral Regulations;

"Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226);

"Fixed Charge Receiver" means one or more receivers or managers appointed, or to be appointed, under this Deed who is not an Administrative Receiver;

"Insolvency Event" in relation to a person, means:

- (a) the dissolution, liquidation, provisional liquidation, administration, provisional administration, administrative receivership, receivership or examinership of that person or the entering into by that person of a voluntary arrangement or scheme of arrangement with creditors;
- (b) any analogous or similar procedure in any jurisdiction other than Northern Ireland; or
- (c) any other form of procedure relating to insolvency, bankruptcy, reorganisation or dissolution in any jurisdiction;

"Insolvency Legislation" means:

- (a) the Insolvency (Northern Ireland) Order 1989 and any legislation, rules or regulations made under it; and
- (b) any other primary or secondary legislation, rules or regulations in Northern Ireland from time to time relating to insolvency, bankruptcy, reorganisation or dissolution;

"Insurances" means all present and future contracts and policies of insurance and re-insurance of any kind taken out or, as the context requires, to be taken out and maintained by or on behalf of the Chargor in connection with the Charged Assets or in which the Chargor has an interest in connection with the Charged Assets;

"Insurance Proceeds" means all proceeds of Insurances payable to or received by the Chargor (whether by way of claims, return premiums, *ex gratia* payments or otherwise) but excluding, for the avoidance of doubt, liability of the Chargor for third party claims to the extent that those proceeds are applied directly to discharge a liability of the Chargor to a third party;

"Intellectual Property" means:

- (a) all copyright (including Rights in computer software), patents, trade marks, trade names, service marks, business names (including internet domain names), design rights, database rights, semi-conductor topography rights and all other intellectual property or similar proprietary rights (whether registered or not and including applications to register or rights to apply for registration) which, in each case, are of a type which are not disposed of in the ordinary course of trading;
- (b) any intellectual property that supplements or replaces intellectual property described in (a) above;

- (c) any intellectual property (of whatsoever nature or howsoever described) acquired after the date of this Deed,

including the Intellectual Property (if any) more particularly set out in Schedule 2 (*Charged Assets*) Part F (*The Intellectual Property*);

"Investment" means:

- (a) all loans advanced by the Chargor to any person (but not including, for the avoidance of doubt, any credit balances or monies standing to the account of any bank account held with the Secured Creditor);
- (b) any loan capital held in any Subsidiary;
- (c) any investment (of whatsoever nature or howsoever described);
- (d) any other debt security or any warrant or option to acquire or subscribe for any such security (whether it is held directly or through a custodian, clearing house or other person) unless it is of a type which is not held as an investment and is accordingly disposed of in the ordinary course of trading;
- (e) the Shares; and
- (f) any shares (other than the Shares) in the share capital of any company or, in respect of any other corporate entity, any Rights entitling the Chargor to participation rights in that corporate entity,

and, in each case, any accretions to them and other Rights arising in connection with them including the Investments (if any) more particularly set out in Schedule 2 (*Charged Assets*) Part C (*The Investments*);

"Leases" means each and every lease, licence or contract or agreement to lease, licence or let or contract of occupation entered into by the Chargor in relation to any Real Property including the Leases (if any) which are specified in Schedule 2 (*Charged Assets*) Part A (*Secured Real Property*);

"Licences" means each and every licence, permit or authority as renewed, amended, varied, extended or supplemented from time to time now or hereafter held by the Chargor in relation to any Real Property (or any part therefor) including the Licences which are specified in Schedule 2 (*Charged Assets*) Part A (*Secured Real Property*);

"Obligations" in relation to a person, means all obligations or liabilities of any kind of that person from time to time, whether they are:

- (a) to pay money or to perform (or not to perform) any other act;
- (b) express or implied;
- (c) present, future or contingent;
- (d) joint or several;
- (e) incurred as a principal, guarantor or surety or in any other manner; or

- (f) originally owing to the person claiming performance or acquired by that person from someone else;

"Officer" in relation to a person, means any officer, employee or agent of that person;

"Real Property" means, in each case wherever located in the world, any freehold, leasehold or other immoveable property now or at any time hereafter belonging to, or any estate or interest vested in, the Chargor together with all rights, liberties, powers, easements, quasi easements and appurtenances (in each case of whatever nature) attached or appurtenant thereto and all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and all fixed plant and machinery from time to time therein or thereon and the term **"Real Property"** shall, for the avoidance of doubt, include any Secured Real Property;

"Receiver" means an Administrative Receiver or a Fixed Charge Receiver;

"Rental Income" means all monetary amounts paid to the Chargor in connection with a Lease or a Licence and all monetary claims due and owing by a third party to the Chargor in connection with a Lease or a Licence (in each case, whether present or future) together with (i) all Rights and claims of the Chargor against all lessees, sub lessees, licensees or occupiers of the relevant Real Property and (ii) all guarantees and securities for the Obligations of any of the foregoing;

"Right" means any right, privilege, power or immunity, or any interest or remedy, of any kind, whether it is personal or proprietary;

"Secured Obligations" means the Obligations undertaken to be paid or discharged in Clause 2 (*Payment of Secured Obligations*);

"Secured Real Property" means the Real Property (if any) more particularly described in Schedule 2 (*The Charged Assets*) Part A (*Secured Real Property*);

"Security Financial Collateral Arrangement" shall have the meaning given to that expression in the Financial Collateral Regulations;

"Security Interest" means:

- (a) any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, assignation in security, trust, arrangement for the purpose of providing security or other security interest of any kind in any jurisdiction;
- (b) any blocked account or "flawed asset" arrangement which has the commercial effect of creating security for financial indebtedness;
- (c) any right of set-off whether it is created by agreement or by operation of law; and
- (d) any other proprietary interest over an asset, or any arrangement in relation to an asset, in each case created in relation to financial indebtedness and which has the same commercial effect as if security had been created over it;

"Security Period" means the period starting on the date of this Deed and ending on the date on which all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations are capable of being outstanding;

"Shares" means the shares (if any) more particularly identified in Schedule 2 (*Charged Assets*) Part C (*The Investments*);

"Subsidiary" means a subsidiary within the meaning of Section 1159 of the Companies Act 2006, and for this purpose if any shares are held by way of security, the person providing that security shall be treated as the member of the relevant company unless and until that security is realised, notwithstanding that the beneficiary of that security (or a nominee of that beneficiary) may be registered as a member of the relevant company;

"Tax" means any tax (including VAT), levy, impost, duty or other charge or withholding of a similar nature (including any penalty or interest payable in connection with any failure to pay or any delay in paying any of the same); and

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature or effect.

2. PAYMENT OF SECURED OBLIGATIONS

- 2.1 The Chargor will pay or otherwise discharge all Obligations from time to time due by the Chargor to the Secured Creditor, in each case when they become due for payment or discharge in accordance with their respective terms. In the absence of any specific term for payment or discharge applying to all or any part of such Obligations, the relevant Obligations shall be repayable on demand in writing by the Secured Creditor.

3. CREATION OF SECURITY INTERESTS

- 3.1 The grants, demises, mortgages, charges and security assignments contained in this Clause 3 (*Creation of Security Interests*):

3.1.1 are given to the Secured Creditor in its capacity as a secured creditor of the Chargor;

3.1.2 secure the payment and discharge of the Secured Obligations;

3.1.3 are given as beneficial owner by the Chargor within the meaning of Section 7 (*Covenants for title to be implied*) of the Conveyancing and Law of Property Act 1881; and

3.1.4 are given as a continuing security, shall extend to the ultimate balance of the Secured Obligations and shall continue in force notwithstanding any intermediate payment or discharge in whole or in part of the Secured Obligations unless and until the Secured Creditor discharges this Deed in writing.

3.2 The Chargor:

3.2.1 GRANTS and DEMISES unto the Secured Creditor so much of the Secured Real Property as is unregistered land TO HOLD (i) as to so much thereof as is freehold unto the Secured Creditor for the term of 10,000 years from the date hereof and (ii) as to so much thereof as is leasehold unto the Secured Creditor for the residue or residues of the term or respective terms of years for which the same are held less the last 3 days of such term or of each of such terms;

- 3.2.2 as registered owner or the person entitled to become registered as owner CHARGES BY WAY OF FIRST FIXED CHARGE unto the Secured Creditor so much of the Secured Real Property as is registered or as is required to be registered in the Land Registry by virtue of the statutes in that behalf or otherwise and assents to the registration of the charge hereby created as a burden affecting such Real Property,
- 3.2.3 CHARGES BY WAY OF FIRST FIXED CHARGE unto the Secured Creditor all Real Property to the extent that such Real Property is not already subject to a Security Interest granted and created pursuant to Clause 3.2.1 or Clause 3.2.2 above;
- 3.2.4 CHARGES BY WAY OF FIRST FIXED CHARGE unto the Secured Creditor and ASSIGNS BY WAY OF FIRST FIXED SECURITY ASSIGNMENT unto the Secured Creditor all the Rights which it now has and all of the Rights which it obtains at any time in the future in:
- (a) the Chattels;
 - (b) the Investments;
 - (c) the Insurances and the Insurance Proceeds;
 - (d) the Contracts;
 - (e) the Accounts and the Deposits;
 - (f) the Intellectual Property;
 - (g) the Debts;
 - (h) all of the Chargor's goodwill and uncalled capital;
 - (i) any Criminal Damage Compensation;
 - (j) the Leases and the Rental Income;
 - (k) the Licences; and
 - (n) any Rights accruing to, derived from or otherwise connected with any of the Charged Assets (including, without limitation, any income associated with or generated by a Charged Asset and the proceeds of any Disposal of a Charged Asset); and
- 3.2.5 charges by way of first floating charge unto the Secured Creditor all of its property, undertaking and all its present and future assets including, for the avoidance of doubt, all or any part of the assets of the Chargor expressed to be subject to a Security Interest pursuant to any of the foregoing provisions of this Clause 3.2 to the extent that same fails (for whatsoever reason) to take effect as such.
- 3.3 Paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989 shall apply to the floating charge created by this Deed.
- 3.4 The floating charge set out in Clause 3.2.5 above:
- 3.4.1 shall automatically crystallise and be converted into a fixed charge if:

- (a) the Chargor ceases to carry on all or any material part of its business without the prior consent in writing of the Secured Creditor; or
- (b) a petition is presented, any resolution is proposed (whether or not passed) or any order is made for, in each case, the liquidation or winding up of the Chargor;
- (c) an Administrator or Receiver is appointed; or
- (d) the Secured Creditor receives notice of an intention to appoint an Administrator or a Receiver; or
- (e) any property, assets or undertaking of the Chargor shall (i) become subject to a Security Interest in favour of any person other than the Secured Creditor or (ii) be the subject of a Disposal (in each case save where the Secured Creditor has given its prior consent in writing); or
- (f) upon the occurrence of an Event of Default save where the Secured Creditor notifies the Chargor in writing otherwise; and

3.4.2 shall crystallise and be converted into a fixed charge if the Secured Creditor shall serve a notice in writing on the Chargor specifying the identity of the assets in respect of which such floating charge has crystallised and, for the avoidance of doubt:

- (a) such notice may be served whether or not the Secured Creditor makes demand under Clause 2 (*Payment of Secured Obligations*) and whether or not an Event of Default shall have occurred; and
- (b) the Secured Creditor may exercise its Rights under this Clause 3.4.2 more than once, and in each such case, forthwith upon crystallisation, the Chargor shall no longer be at liberty to dispose of the assets which are the subject of such crystallisation without the express consent in writing of the Secured Creditor.

3.5 For the purposes of crystallisation under Clause 3.4 above the time of crystallisation shall be deemed to be:

- 3.5.1 in respect of crystallisation under Clause 3.4.1, immediately prior to the relevant event occurring;
- 3.5.1 in respect of crystallisation under Clause 3.4.2, at the time such notice is deemed to have been served in accordance with the provisions of Clause 16 (*Notices*);

3.6 The Chargor hereby applies to the Land Registry of Northern Ireland for the registration of the following inhibition in the above-mentioned folio(s) (and against any title to any unregistered property comprised in the Secured Real Property which is or ought to be the subject of a first registration of title at the Land Registry of Northern Ireland at the date of this Deed):

"No disposition or dealing is to be registered or noted without the written consent of the Registered Owner for the time being of the Charge or Mortgage dated [the date of this Deed]",

and the Chargor further authorises the Secured Creditor to make all such applications which may be required in order register such inhibition on behalf of the Chargor.

3.7 The Chargor shall stand possessed of the reversion immediately expectant upon the term of years hereby granted in any part of the Secured Real Property mortgaged by Clause 3.2.1 of this Deed in trust for the Secured Creditor and agrees to assign, convey or dispose of the same as the Secured Creditor may direct (subject to the proviso for redemption contained herein) and the Secured Creditor may at any time during the continuance of the security hereby created remove the Chargor or any other person, persons or body corporate from being a trustee of the trust declared by this Clause 3.7 and on the removal of the Chargor or such other person, persons or body corporate appoint a new trustee or trustees in his, their or its place.

3.8 The Chargor hereby attorns tenant to the Secured Creditor of any part of the Secured Real Property mortgaged by Clause 3.2.1 at the yearly rent of five pence (if demanded) provided always that the Secured Creditor may at any time without notice to the Chargor determine the tenancy hereby created and enter upon such part of the Charged Assets but so that neither the receipt of the said rent nor the said tenancy shall render the Secured Creditor liable to account to any person as mortgagee in possession.

4. SET-OFF, LIEN AND COMBINATION OF ACCOUNTS

4.1 The Secured Creditor may set off any Secured Obligation due from the Chargor (whether or not then matured) against any Obligation owed by the Secured Creditor to the Chargor, regardless of the place of payment, booking branch or currency of either Obligation.

4.2 In respect of the Obligations of the Chargor under this Deed, the Secured Creditor shall have a lien on all securities or other property of the Chargor held by the Secured Creditor whether for safe custody or otherwise.

4.3 If the Secured Creditor has more than one account for the Chargor in its books, the Secured Creditor may transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit. The Secured Creditor shall notify the Chargor of any such transfer once made PROVIDED THAT failure to do so shall not invalidate or call into question the aforesaid transfer.

4.4 The Secured Creditor may, at any time and either with or without giving notice to the Chargor, apply any monies held by it on account for the Secured Creditor towards satisfaction of all or any part of the Secured Obligations.

4.5 The Rights under this Clause 4 (*Set-off, lien and combination of accounts*) may be exercised both before and after demand hereunder, either with or without notice to the Chargor and are in addition to all other Rights conferred on the Secured Creditor under this Deed or rights under the general law. For the avoidance of doubt, in this Clause 4.5 the term 'rights under the general law' includes any rights of set-off, combination or consolidation of accounts, lien or similar rights which the Secured Creditor has under any applicable law.

4.6 The Secured Creditor may, in exercising its power of set off under this Clause 4 (*Set-off, lien and combination of accounts*), exercise its Rights under Clause 11.4 (*Currency conversion*) to effect any currency conversion necessary or which the Secured Creditor considers desirable.

5. PROTECTION OF SECURITY

- 5.1 The security constituted by this Deed is a continuing security and will extend to the ultimate balance of sums payable by the Chargor to the Secured Creditor in connection with the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.
- 5.2 The Obligations of the Chargor under this Deed will not be affected by an act, omission, matter or thing which, but for this Clause 5.2, would reduce, release or prejudice any of its Obligations under this Deed (whether or not known to it or the Secured Creditor) including:
- (a) any time, waiver or consent granted to, or composition with, the Chargor or any other person;
 - (b) the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of any person;
 - (c) the taking, variation, compromise, exchange, renewal, enforcement or release of, or refusal or neglect to perfect, take up or enforce, any Rights against, or Security Interest over assets of, the Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security Interest;
 - (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members, name or status of the Chargor or any other person;
 - (e) any unenforceability, illegality or invalidity of any Obligation of, or any Security Interest created by, any person under this Deed, any other document; or
 - (f) any insolvency, liquidation, administration or similar procedure.
- 5.3 Without prejudice to the generality of Clause 5.2, the Chargor expressly confirms that it intends that this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the documents or instruments constituting the Secured Obligations.
- 5.4 The Chargor waives any right it may have of first requiring the Secured Creditor (or any trustee or agent on its behalf) to proceed against or enforce any other Rights or Security Interests or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any regulation or any provision of any document to the contrary.
- 5.5 During the Security Period, the Secured Creditor may:
- (a) refrain from applying or enforcing any other moneys, Security Interests or Rights held or received by it (or any trustee or agent on its behalf) in respect of amounts which may be or become payable by the Chargor to the Secured Creditor under or in connection with the Secured Obligations, or apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of them; and
 - (b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's Obligations and liability under this Deed.
- 5.6 During the Security Period, and unless the Secured Creditor otherwise directs in writing, the Chargor will not exercise any Rights which it may have by reason of

performance by it of its Obligations under this Deed or any other document or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to receive or claim payment from or be indemnified by any other person;
- (b) to claim any contribution from any provider of a Security Interest in respect of any of the Secured Obligations;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any Rights of the Secured Creditor under any document relating to the Secured Obligations;
- (d) to exercise any right of set-off against the Chargor or any other person; and/or
- (e) to claim or prove as a creditor of the Chargor or any other person in competition with the Secured Creditor.

5.7 During the Security Period, the Chargor shall not take, or retain, any security, guarantee, indemnity or other assurance or undertaking against payment from the Chargor or any other person in connection with any of the Chargor's Obligations under this Deed.

5.8 If the Chargor is in breach of Clause 5.6 or Clause 5.7, the Chargor shall hold on trust the payment, contribution, benefit, right or security, guarantee, indemnity or other assurance or undertaking against payment to transfer or pay it to the Secured Creditor to the extent necessary to satisfy any of the Chargor's Obligations under this Deed.

5.9 If this Deed ceases to be continuing for any reason, the Secured Creditor may open a new account or accounts with the Chargor and, if it does not do so, it shall nevertheless be treated as if it had done so at the time this Deed ceased to be continuing (whether by determination, calling in, demand or otherwise), and as from that time all payments made by the Chargor to the Secured Creditor:

- (a) shall be credited or be treated as having been credited to the new account; and
- (b) shall not operate to reduce the Secured Obligations at that time.

6. RESTRICTIONS

6.1 The Chargor will ensure that the restrictions contained in this Clause 6 (*Restrictions*) are complied with at all times during the Security Period unless the Secured Creditor agrees in writing to the contrary.

6.2 No Security Interest will exist over, or in relation to, any Charged Asset.

6.3 There will be no Disposal of any Charged Asset save that, prior to crystallisation of the floating charge set out in Clause 3.2.5, the Chargor may Dispose of any Charged Asset which is subject only to such floating charge in the ordinary course of business.

7. PERFECTION

7.1 General action

7.1.1 The Chargor will, at its own expense, create all Security Interests, execute all documents, give all notices, effect all registrations (whether, at Companies House, Land Registry of Northern Ireland, Registry of Deeds of Northern Ireland, any other relevant asset registry or otherwise), deposit all documents and do all other things as the Secured Creditor may require from time to time in order to:

- (a) ensure that it has effective mortgages, fixed charges, security assignments and floating charges as contemplated by Clause 3.2; and
- (b) facilitate the enforcement of the security constituted by this Deed, the realisation of the Charged Assets or the exercise of any Rights held by the Secured Creditor or any Receiver under or in connection with this Deed.

7.1.2 The scope of Clause 7.1 (*General action*) is not limited by the specific provisions of the rest of this Clause 7 (*Perfection*).

7.2 Notification of subsequent acquisitions

If, after the date of this Deed, the Chargor acquires Rights in any material asset it will notify the Secured Creditor as soon as reasonably practicable and will provide it with such information about the acquisition as the Secured Creditor may reasonably require.

8. UNDERTAKINGS RELATING TO THE CHARGED ASSETS

The Chargor shall, save with the prior consent in writing of the Secured Creditor, comply with each of the undertakings and other covenants set out in Schedule 1 (*Undertakings and covenants*) at all times during the Security Period.

9. REPRESENTATIONS AND WARRANTIES

9.1 The Chargor represents and warrants to the Secured Creditor that:

- 9.1.1 the Chargor has power and capacity under its memorandum and articles of association, any applicable shareholders' agreement or investment agreement, any trust deed and all other relevant constitutional documents to execute and enter into this Deed and the Obligations being so undertaken by the Chargor are legal, valid, binding and enforceable against the Chargor in accordance with their respective terms;
- 9.1.2 the Chargor is the legal and beneficial owner of the Charged Assets;
- 9.1.3 the Charged Assets are free from any Security Interest;
- 9.1.4 the Chargor has not received or acknowledged notice of any adverse claim by any person in respect of the Charged Assets or any interest in the whole or any part of same;
- 9.1.5 there are no covenants, agreements, reservations, conditions, interests, Rights or other matters whatever, which materially adversely affect the Charged Assets;
- 9.1.6 there is no breach of any regulation which materially adversely affects the Charged Assets;

- 9.1.7 no facility necessary for the enjoyment and use of the Charged Assets is subject to terms entitling any person to terminate or curtail its use;
- 9.1.8 nothing has arisen or has been created or is subsisting which would be an overriding interest in any of the Charged Assets;
- 9.1.9 no Security Interest expressed to be created under this Deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Chargor or otherwise;
- 9.1.10 the Chargor has at all times complied in all material respects with all applicable laws and regulations relating to the Environment and the conduct of its business; and
- 9.1.11 the entry into this Deed by the Chargor does not and will not constitute a breach of any agreement or instrument binding on the Chargor or its assets.
- 9.2 The representations and warranties set out in this Clause 9 (*Representations and warranties*) are made on the date of this Deed and shall be deemed to be repeated on each day of the Security Period with reference to the facts and circumstances then existing.

10. ENFORCEMENT

10.1 Time for enforcement

- 10.1.1 The Secured Creditor's power of sale under the Conveyancing and Law of Property Act 1881 shall arise and become exercisable and the Secured Creditor may enforce this Deed at any time which is an Enforcement Time or if the Chargor requests it to do so.
- 10.1.2 The restrictions set out in Section 20 (*Regulation of exercise of power of sale*) of the Conveyancing and Law of Property Act 1881 shall not apply to this Deed.

10.2 Methods of enforcement

10.2.1 The Secured Creditor may enforce this Deed by:

- (a) (if permitted to do so by the Insolvency Legislation or by any other applicable Law) appointing an Administrator of the Chargor;
- (b) (if permitted to do so by the Insolvency Legislation or by any other applicable Law) appointing an Administrative Receiver of the Chargor;
- (c) appointing a Fixed Charge Receiver of assets of the Chargor;
- (d) going into possession of, receiving the benefit of, or selling assets of the Chargor, giving notice to the Chargor or any other person in relation to any assets of the Chargor, exercising a right of set-off or in any other way it may decide; or
- (e) taking any other action it may decide in any jurisdiction other than Northern Ireland

10.2.2 An Administrator must be appointed in accordance with the Insolvency Legislation and/or any other applicable Law.

10.2.3 A Receiver must be appointed by an instrument in writing and (where relevant) in accordance with the Insolvency Legislation and/or any other applicable Law. Such appointment may be made, at the discretion of the Secured Creditor, under hand or as a deed.

10.2.4 The appointment of a Receiver may be made subject to such limitations as are specified by the Secured Creditor in the appointment.

10.2.5 If more than one person is appointed as a Receiver, each person will have power to act independently of any other, except to the extent that the Secured Creditor may specify to the contrary in the appointment.

10.2.6 Subject to the Insolvency Legislation and/or any other applicable Law, the Secured Creditor may remove or replace any Receiver.

10.2.7 If required by the Insolvency Legislation and/or any other applicable Law, an Administrator or Receiver must be a person qualified to act as such under it.

10.2.8 The powers granted to the Secured Creditor and any Receiver by this Deed shall be in addition to all statutory and other powers of the Secured Creditor and such Receiver under the Conveyancing and Law of Property Act 1881, the Conveyancing Act 1911 or otherwise and all such powers shall remain exercisable from time to time by the Secured Creditor in respect of the Charged Assets.

10.3 Powers on enforcement

10.3.1 An Administrator will have the powers given to him by the Insolvency Legislation and/or any other applicable Law.

10.3.2 An Administrative Receiver will have:

- (a) the powers given to him by the Insolvency Legislation and/or any other applicable Law;
- (b) the powers given to a mortgagee or a receiver by the Conveyancing and Law of Property Act 1881 and the Conveyancing Act 1911, but without the restrictions contained in Section 20 (*Regulation of exercise of power of sale*) of the Conveyancing and Law of Property Act 1881; and
- (c) the power to do, or omit to do, on behalf of the Chargor, anything which the Chargor itself could have done, or omitted to do, if its assets were not the subject of Security and the Chargor was not in insolvency proceedings.

10.3.3 A Fixed Charge Receiver will, in respect of the Charged Assets over which he is appointed, have the same powers as an Administrative Receiver would have if he were duly appointed as the administrative receiver of the Chargor (notwithstanding that the Fixed Charge Receiver is not, and nothing set out in this Deed shall be deemed to constitute the Fixed Charge Receiver as, an administrative receiver).

10.3.4 The Secured Creditor will, if it enforces this Deed itself, have, in respect of the assets which are the subject of the enforcement, the same powers as an Administrative Receiver would have had if he were duly appointed as the administrative receiver of the Chargor (notwithstanding that the Secured Creditor is not, and nothing set out in this Deed shall be deemed to constitute the Secured Creditor as, an administrative receiver).

10.3.5 Except to the extent provided by law, none of the powers described in this Clause 10 (*Enforcement*) will be affected by an Insolvency Event in relation to the Chargor.

10.4 Status and remuneration of Receiver

10.4.1 A Receiver will be the agent of the Chargor until the Chargor goes into liquidation. He will have no authority to act as agent for the Secured Creditor, even in the liquidation of the Chargor.

10.4.2 The Secured Creditor may from time to time determine the remuneration of any Receiver.

10.5 Appropriation of Financial Collateral

10.5.1 To the extent that any of the Charged Assets constitutes Financial Collateral and this Deed and the Obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Secured Creditor shall have the right, at any time after this Deed has become enforceable, to appropriate all or any of that part of relevant Charged Assets in or towards the payment and/or discharge of the Secured Obligations in such order as the Secured Creditor in its absolute discretion may from time to time determine.

10.5.2 The value of the Charged Assets appropriated in accordance with this Clause shall be (i) in the case of cash, the amount of cash appropriated and (ii) in the case of any Investment, the market price of such Investment determined by the Secured Creditor in its absolute discretion.

10.5.3 The Chargor agrees that the method of valuation provided for in this Clause 10.5 (*Appropriation of Financial Collateral*) is commercially reasonable for the purposes of the Financial Collateral Regulations.

10.6 Third parties

10.6.1 A person dealing with the Secured Creditor or with a Receiver is entitled to assume, unless it has actual knowledge to the contrary, that:

- (a) those persons have the power to do those things which they are purporting to do; and
- (b) they are exercising their powers properly.

10.6.2 The receipt of the Secured Creditor or a Receiver shall be conclusive discharge to a purchaser and, in making a Disposal of all or any part of the Charged Assets, the Secured Creditor or Receiver may do so for such consideration, in such manner and on such terms as it considers fit.

11. POWERS OF THE SECURED CREDITOR

11.1 Notification of subsequent Security Interest and opening of new account

If the Secured Creditor receives notice that any Security Interest has been created over Charged Assets, the Secured Creditor will be treated as if it had immediately opened a new account for the Chargor and all payments received by the Secured Creditor from the Chargor will be treated as if they had been credited to the new account and will not reduce the amount then due from the Chargor to the Secured Creditor.

11.2 Remediation of breaches and exclusion of liability as mortgagee in possession

The Secured Creditor shall be entitled (but shall not be bound) to remedy a breach at any time by the Chargor of any of its Obligations contained in this Deed and the Chargor irrevocably authorises the Secured Creditor and its agents to do all such things as are necessary or desirable for that purpose. The Rights of the Secured Creditor under this Clause 11.2 (*Remediation of breaches and exclusion of liability as mortgagee in possession*) are without prejudice to any other Rights of the Secured Creditor under this Deed. The exercise of those Rights shall not make the Secured Creditor liable to account as a mortgagee in possession.

11.3 Redemption of prior Security Interests

11.3.1 At any time during an Enforcement Time, the Secured Creditor may:

- (a) redeem any prior Security Interest, or procure its transfer to itself; and
- (b) settle any account of the holder of any prior Security Interest.

11.4 Currency conversion

11.4.1 For the purpose of, or pending the discharge of, any of the Secured Obligations, the Secured Creditor may convert any monies received, recovered or realised by the Secured Creditor under this Deed (including the proceeds of any previous conversion under this Clause 11.4 (*Currency conversion*)) from their existing currencies of denomination into such other currencies of denomination as the Secured Creditor may think fit.

11.4.2 Any such conversion shall be effected at the exchange rate notified to the Secured Creditor by such reputable bank or financial institution as the Secured Creditor may determine as being the prevailing rate of exchange for such other currency against the existing currency.

11.4.3 Each reference in this Clause 11.4 (*Currency conversion*) to a currency extends to funds of that currency and, for the avoidance of doubt, funds of one currency may be converted into different funds of the same currency.

12. APPLICATION OF PROCEEDS

12.1 All monies received by the Secured Creditor or a Receiver in the exercise of any enforcement powers conferred by this Deed shall be applied:

- 12.1.1 first in paying all unpaid fees, costs and other liabilities incurred by or on behalf of the Secured Creditor (and any Receiver, attorney or agent appointed by it);
- 12.1.2 second in paying the remuneration of any Receiver (as agreed between the Receiver and the Secured Creditor);
- 12.1.3 third in or towards discharge of the Secured Obligations in such order and manner as the Secured Creditor determines; and
- 12.1.4 finally in paying any surplus to the Chargor or any other person entitled to it.

- 12.2 Neither the Secured Creditor nor any Receiver shall be bound (whether by virtue of Section 24(8) of the Conveyancing and Law of Property Act 1881, which is varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order between any of the Secured Obligations.
- 12.3 All monies received by the Secured Creditor or a Receiver under this Deed may, at the discretion of the Secured Creditor or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Secured Creditor and the Chargor, and may be held in such account for so long as the Secured Creditor or Receiver thinks fit.

13. EXPENSES, LIABILITY AND INDEMNITY

- 13.1 The Chargor shall, within ten (10) Business Days of demand, pay all costs and expenses (including any stamp duty, registration or other similar taxes and fees and the professional fees, costs and expenses of all Advisers) incurred by the Secured Creditor or by any Receiver in connection with this Deed. For the avoidance of doubt, this includes all costs and expenses relating to the enforcement or preservation of the security constituted by this Deed or the Charged Assets and to any amendment, waiver, consent or release required in connection with this Deed.
- 13.2 Neither the Secured Creditor nor a Receiver nor any of their Officers will be in any way liable or responsible to the Chargor for any loss or liability of any kind arising from any act or omission by it of any kind (whether as mortgagee in possession or otherwise) in relation to the Charged Assets or this Deed.
- 13.3 The Chargor will, within ten (10) Business Days of demand, indemnify each of the Secured Creditor, any Receiver and their Officers in respect of all costs, expenses, losses or liabilities of any kind which it incurs or suffers in connection with:
- 13.3.1 anything done or omitted in the exercise of the powers conferred on it under this Deed;
- 13.3.2 a claim of any kind (whether relating to the Environment or otherwise) made against it which would not have arisen if the security constituted by this Deed had not been granted; or
- 13.3.3 any breach by the Chargor of this Deed.

14. PAYMENTS

- 14.1 All payments by the Chargor under this Deed will be made in full, without any set-off or other deduction.
- 14.2 If any Tax or other sum must be deducted from any amount payable by the Chargor under this Deed, the Chargor will pay such additional amounts as are necessary to ensure that the recipient receives a net amount equal to the full amount it would have received before such deductions.
- 14.3 All amounts payable by the Chargor under this Deed are exclusive of VAT. The Chargor will, in addition, pay any applicable VAT on those amounts.

- 14.4 No payment by the Chargor (whether under a court order or otherwise) will discharge the Obligation of the Chargor unless and until the Secured Creditor has received payment in full in the currency in which the Obligation is denominated. If, on conversion into that currency, the amount of the payment falls short of the amount of the Obligation concerned, the Secured Creditor will have a separate cause of action against the Chargor for the shortfall.
- 14.5 Any certification or determination by the Secured Creditor of an amount payable by the Chargor under this Deed is, in the absence of manifest error, conclusive evidence of that amount.

15. POWER OF ATTORNEY

- 15.1 The Chargor, by way of security, irrevocably appoints each of the Secured Creditor and any Receiver severally to be its attorney:
- 15.1.1 to do anything which the Chargor is obliged to do under this Deed; and
- 15.1.2 to exercise any of the Rights conferred on the attorney by this Deed.
- 15.2 The Chargor irrevocably and unconditionally hereby ratifies and confirms and agrees that it shall ratify and confirm all things done and all documents executed by any such attorney in the exercise or purported exercise of all or any of its powers.

16. NOTICES

- 16.1 Any notice or demand by the Secured Creditor may be served:
- 16.1.1 personally on the Chargor or (where the Chargor is a body corporate) personally on any director or the secretary of the Chargor or any other officer of the Chargor and, in each such case, such notice or demand shall be deemed served at the time of delivery;
- 16.1.2 by leaving it at the Chargor's principal place of business or to the Chargor's address last known to the Secured Creditor or (where the Chargor is a body corporate) at the registered office of the Chargor and, in each such case, such notice or demand shall be deemed served at the time of delivery; or
- 16.1.3 by post to the Chargor's principal place of business or to the Chargor's address last known to the Secured Creditor or (where the Chargor is a body corporate) to the registered office of the Chargor and, in each such case, such notice or demand shall be deemed served on the day after posting and, to prove delivery, it shall be sufficient to prove that the envelope containing the notice or demand was properly addressed and posted; and
- 16.1.4 by fax to the Chargor at the Chargor's fax number last known to the Secured Creditor and such notice or demand shall be deemed served at the time of sending and, to prove delivery, it shall be sufficient to prove that the notice or demand was transmitted by fax to the fax number of the Chargor.
- 16.2 The address of the Secured Creditor in Northern Ireland for the service of notices is:

Address: Davidson McDonnell, Longbridge House, 24 Waring Street, Belfast,
BT1 2DX
Attention: Ross Davidson

or to such other address or fax number as the Secured Creditor may, from time to time, advise the Chargor.

- 16.3 Any communication or document (including any notice) to be made or delivered to the Secured Creditor under or in connection with this Deed will be effective only when actually received by the Secured Creditor and then only if it is received in legible form and expressly marked for the attention of the department or officer identified in Clause 16.2 (or any substitute department or officer as the Secured Creditor shall specify for this purpose).
- 16.4 Service by email is not permitted under this Deed.
- 16.5 All communications or documents served under this Deed (including any notice or demand) must be in the English language.

17. FURTHER PROVISIONS

- 17.1 This Deed shall be in addition to, and independent of, every other security or guarantee which the Secured Creditor may hold for any of the Secured Obligations at any time. No prior security held by the Secured Creditor over the whole or any part of the Charged Assets shall merge in the security created by this Deed.
- 17.2 Any release, discharge or settlement between the Chargor and the Secured Creditor shall be deemed conditional on no payment or security received by the Secured Creditor in respect of the Secured Obligations being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding-up, administration, receivership or otherwise. Despite any such release, discharge or settlement:
 - 17.2.1 the Secured Creditor or its nominee may retain this Deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Charged Assets, for such period as the Secured Creditor deems necessary to provide the Secured Creditor with security against any such avoidance, reduction or order for refund; and
 - 17.2.2 the Secured Creditor may recover the value or amount of such security or payment from the Chargor subsequently as if such release, discharge or settlement had not occurred.
- 17.3 The Rights and powers of the Secured Creditor conferred by this Deed are cumulative, may be exercised as often as the Secured Creditor considers appropriate, and are in addition to its Rights and powers under the general law.
- 17.4 Any waiver or variation of any right by the Secured Creditor (whether arising under this Deed or under the general law) shall only be effective if it is in writing and signed by the Secured Creditor and applies only in the circumstances for which it was given, and shall not prevent the Secured Creditor from subsequently relying on the relevant provision.

- 17.5 No act or course of conduct or negotiation by or on behalf of the Secured Creditor shall, in any way, preclude the Secured Creditor from exercising any right or power under this Deed or constitute a suspension or variation of any such right or power.
- 17.6 No delay or failure to exercise any right or power under this Deed shall operate as a waiver.
- 17.7 No single or partial exercise of any right under this Deed shall prevent any other or further exercise of that or any other right.
- 17.8 The provisions of Section 17 (*Restriction on consolidation of mortgages*) of the Conveyancing and Law of Property Act 1881 shall not apply to this Deed.
- 17.9 Any liberty or power which may be exercised or any determination which may be made hereunder by the Secured Creditor may be exercised or made in the absolute and unfettered discretion of the Secured Creditor which shall not be under any Obligation to give reasons therefor.
- 17.10 The Secured Creditor shall not be under any liability for any loss of any kind which may be occasioned by the exercise or purported exercise of, or any delay or neglect to exercise, any of its Rights under this Deed.
- 17.11 Where there is more than one person acting as the Chargor, the liability of each such person hereunder shall be joint and several and every agreement, undertaking, covenant, representation and warranty on the part of the Chargor shall be construed accordingly and all references to the Chargor herein shall where the context requires or admits be construed as references to any one or more of them. If the whole or any part of this Deed be now or hereafter unenforceable against any person acting as the Chargor for any reason whatsoever or if this Deed is not executed by any person acting as the Chargor or if any person acting as the Chargor is released or if the Secured Creditor decides in its absolute discretion not to pursue all or any of its Rights against any person acting as the Chargor, this Deed shall nevertheless be and remain fully binding upon and enforceable against each of the other persons listed as the Chargor as if it had been made by the Secured Creditor with only such other persons.
- 17.12 The Chargor waives any present or future right of set-off it may have in respect of the Secured Obligations (including sums payable by the Chargor under this Deed).
- 17.13 The Chargor waives any present or future right of appropriation it may have in respect of any amounts payable by it to the Secured Creditor.
- 17.14 The Chargor may not assign, transfer, novate or otherwise Dispose of its Obligations under this Deed.
- 17.15 The Secured Creditor may assign, transfer, novate or otherwise dispose of all or any part of its Rights and Obligations under this Deed without restriction and the Chargor hereby irrevocably and unconditionally:
- 17.15.1 consents to such assignment, transfer, novation or other disposal;
- 17.15.2 consents to the disclosure by the Secured Creditor to any proposed assignee, transferee, novatee or other purchaser or acquirer of such Rights and Obligations of all financial and other information relating to the Chargor as the Secured Creditor may, from time to time, consider relevant.

- 17.16 If, at any time, any provision of this Deed 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 that provision in any other respect or under the law of any other jurisdiction will be affected or impaired in any way.
- 17.17 In the exercise of any of the Secured Creditor's Rights under this Deed in respect of or in relation to any Deposit, the Rights of the Secured Creditor shall apply without restriction and notwithstanding that all or part of the Deposit may have been deposited for a fixed or minimum period or be subject to a period of notice, any interest on the Deposit is calculated by reference to a fixed or minimum periods and/or any such fixed or minimum period or period of notice may or may not have been given. The Chargor irrevocably authorises the Secured Creditor at any time which is an Enforcement Time to break or determine such Deposit in whole or in part and/or to renew all or any of such Deposit for such fixed periods as the Secured Creditor may, in its absolute discretion, from time to time think fit.
- 17.18 The provisions of this Deed shall remain enforceable, valid and binding for all purposes notwithstanding any change in the name of the Secured Creditor or its absorption of, or by, or amalgamation or consolidation with, any other company or any change in the constitution of the Secured Creditor, its successors or assigns or the body corporate by which the business of the Secured Creditor may from time to time be carried on and shall be available to such successors, assigns or body corporate carrying on that business for the time being.

18. GOVERNING LAW AND JURISDICTION

- 18.1 This Deed and any non-contractual Obligations arising out of or in connection with it are governed by Northern Irish law.
- 18.2 The courts of Northern Ireland shall, save as provided for in Clause 18.4 below have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed or any non-contractual Obligations connected with it (including a dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**").
- 18.3 The Chargor agrees that the courts of Northern Ireland are the most appropriate and convenient courts to settle Disputes and, accordingly, the Chargor agrees not to argue to the contrary.
- 18.4 Clause 18.2 and Clause 18.3 are for the benefit of the Secured Creditor only. As a result, the Secured Creditor will not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Creditor may take concurrent proceedings in any number of jurisdictions.
- 18.5 The Chargor irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this Deed being served on it in accordance with the provisions of this Deed relating to service of notices. Nothing contained in this Deed shall affect the right to serve process in any other manner permitted by law.

This **DEED** has been **EXECUTED** as a **DEED**, and it has been delivered on the date stated at the beginning of this Deed.

SCHEDULE 1 - UNDERTAKINGS AND COVENANTS

1. GENERAL UNDERTAKINGS

- 1.1 The Chargor will take all steps as are reasonably necessary to preserve the value and marketability of its Charged Assets and the Chargor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Secured Creditor or materially diminish the value of the Charged Assets or the effectiveness of the security created by this Deed. In particular, the Chargor shall use its best endeavours to (i) maintain, preserve and renew when necessary all licences, permissions, consents and other Rights required in order to allow the Chargor to have the full use and enjoyment, without restriction, of the Charged Assets, (ii) procure the prompt observance and performance by the counterparty to any agreement or arrangement with the Chargor relating to the Charged Assets and (iii) enforce any Rights and institute, continue or defend any proceedings relating to the Charged Assets which the Secured Creditor may require from time to time.
- 1.2 The Chargor will keep all of its Charged Assets in good repair, working order and condition and permit the Secured Creditor and its representatives to view the state and condition of such Charged Assets upon giving reasonable notice to the Chargor
- 1.3 The Chargor will notify the Secured Creditor as soon as it becomes aware of any matter which might reasonably be expected to have an adverse effect on the Rights of the Secured Creditor under this Deed. Those matters include a breach or purported breach of a Contract by any party to it and a claim by any person to an interest in a Charged Asset.
- 1.4 The Chargor shall, on the execution of this Deed or forthwith upon the subsequent acquisition of any material asset deposit with the Secured Creditor and the Secured Creditor shall, for the duration of the Security Period, be entitled to hold all deeds and documents of title relating to the Charged Assets which are in the possession or control of the Chargor and (if these are not within the possession and/or control of the Chargor) the Chargor undertakes to obtain possession of all such deeds and documents of title.
- 1.5 The Chargor will provide to the Secured Creditor:
 - (a) such information about the Charged Assets;
 - (b) such information about the extent to which it has complied with its Obligations under this Deed; and
 - (c) copies of such documents which create, evidence or relate to its Charged Assets, as the Secured Creditor may from time to time reasonably request.
- 1.7 The Chargor shall not form, promote, acquire or Dispose of any Subsidiary or any interest in any body corporate.

2. REAL PROPERTY AND LEASES

- 2.1 The Chargor shall:

- (a) keep all buildings and all fixtures on any Real Property in good and substantial repair and condition;
- (b) insure, and keep insured, those buildings and fixtures with such insurer and against such risks and in such amounts and otherwise on such terms as the Secured Creditor may require (and, failing such requirement, in accordance with the practice in respect of items of the same type current amongst prudent businessmen from time to time); and
- (c) comply with the provisions of Paragraph 5 (*Insurance*) of this Schedule 1 (*Undertakings and covenants*) in respect of all such policies of insurance.

2.2 The Chargor shall not, without the prior written consent of the Secured Creditor:

- (a) pull down or remove the whole or any part of any building forming part of any Real Property; or
- (b) make any alterations to any such Real Property or sever or remove any of its fixtures; or
- (c) remove or make any alterations to any of the Chattels belonging to, or in use by, the Chargor on any such Real Property (except to effect necessary repairs or replace them with new or improved models or substitutes); or
- (d) whenever any of the Chattels are destroyed, damaged or deteriorates, immediately repair, replace and make good the same.

2.3 The Chargor shall:

- (a) give full particulars to the Secured Creditor of any notice, order, direction, designation, resolution or proposal given or made by any planning authority or other public body or authority (a "**Planning Notice**") that specifically applies to any Real Property, or to the locality in which it is situated, within seven days after becoming aware of the relevant Planning Notice; and
- (b) (if the Secured Creditor so requires) immediately, and at the cost of the Chargor, take all reasonable and necessary steps to comply with any Planning Notice, and make, or join with the Secured Creditor in making, such objections or representations in respect of any such Planning Notice as the Secured Creditor may desire.

2.4 The Chargor shall:

- (a) observe and perform all covenants, stipulations and conditions to which all Real Property, or the use of it, is or may be subjected and (if the Secured Creditor so requires) produce to the Secured Creditor evidence sufficient to satisfy the Secured Creditor that those covenants, stipulations and conditions have been observed and performed; and
- (b) (without prejudice to the generality of the foregoing) where Real Property, or part of it, is held under a lease, duly and punctually pay all rents due from time to time and perform and observe all the tenant's covenants and conditions.

2.5 The Chargor shall not, without the prior written consent of the Secured Creditor:

- (a) grant, or agree to grant, any licence or tenancy affecting the whole or any part of any Real Property, or exercise the statutory powers of leasing (or agreeing to lease) or of accepting (or agreeing to accept) surrenders under Section 18 of the Conveyancing and Law of Property Act 1881 and Section 3 of the Conveyancing Act 1911; or
 - (b) in any other way dispose of, or agree to dispose of, surrender or create any legal or equitable estate or interest in the whole or any part of any Real Property.
- 2.6 The Chargor shall procure that no person shall be registered under The Land Registration Act (Northern Ireland) 1970 as proprietor of any Real Property without the prior written consent of the Secured Creditor. The Chargor shall be liable for the costs of the Secured Creditor in lodging cautions against the registration of the title to the whole or any part of any Real Property from time to time.
- 2.7 The Chargor shall not, without the prior written consent of the Secured Creditor, carry out or permit or suffer to be carried out on any Real Property any development as defined in The Planning (Northern Ireland) Order 1991 or the Planning Act (Northern Ireland) 2011 or change or permit or suffer to be changed the use of any Real Property.
- 2.8 The Chargor shall:
- (a) properly discharge all duties of care and responsibility placed upon it by Environmental Law:
 - (b) observe and perform all the requirements of Environmental Law both in the conduct of its general business and in the management possession or occupation of each Real Property; and
 - (c) apply for and obtain all authorisations, necessary to ensure that it does not breach Environmental Law.
- 2.9 The Chargor shall procure that no person shall become entitled to assert any proprietary or other like right or interest over the whole or any part of any Real Property without the prior written consent of the Secured Creditor.
- 2.10 The Chargor shall permit the Secured Creditor and any Receiver and any person appointed by either of them to enter on and inspect any Real Property on reasonable prior notice.
- 2.11 The Chargor shall inform the Secured Creditor promptly of any acquisition by the Chargor of, or contract made by the Chargor to acquire, any Real Property.
- 2.12 The Chargor shall, promptly when requested by the Secured Creditor deposit with the Secured Creditor the deeds and documents of title relating to any Real Property owned by the Chargor, execute over all or any part thereof such document, instrument or other deed creating a Security Interest (in the preferred form of the Secured Creditor) in respect of any Real Property, such document, instrument or other deed to be supplemental hereto, subject to the like Rights and powers as are hereby conferred upon the Secured Creditor, and in addition to and not in substitution for the security hereby created.

3. CHATTELS

- 3.1 The Chargor shall (a) maintain the Chattels in good and serviceable condition (except for expected fair wear and tear) and (b) not permit any Chattels to be (i) used or handled, other than by properly qualified and trained persons or (ii) overloaded or used for any purpose for which it is not designed or reasonably suitable.
- 3.2 The Chargor shall promptly pay all Taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the Chattels and, on demand, produce evidence of payment to the Secured Creditor.
- 3.3 The Chargor shall (a) give the Secured Creditor such information concerning the location, condition, use and operation of Chattels as the Secured Creditor may require and (b) permit any persons designated by the Secured Creditor to inspect and examine the Chattels and the records relating to the Chattels at all reasonable times.
- 3.4 The Chargor shall (a) at its own expense, procure that the Chattels are covered and kept covered by insurance of a kind satisfactory to the Secured Creditor with insurers approved by the Secured Creditor (such approval not to be unreasonably withheld) for full comprehensive insurance cover, which shall include (but not be limited to) fire, theft and accident, for an amount agreed with the Secured Creditor, (b) maintain insurance for third party liabilities in such amount, and on such terms, as is usual for users of equipment of the same type as the Chattels and (c) comply with the provisions of Paragraph 5 (*Insurance*) of this Schedule 1 (*Undertakings and covenants*) in respect of all such policies of insurance.
- 3.5 The Chargor will deposit with the Secured Creditor (or to the order of the Secured Creditor) all title deeds or other documents of title relating to the Chattels together with all policies of insurance relating thereto. The Chargor hereby irrevocably instructs any solicitor or other agent holding any of the foregoing on its behalf to deliver same to the Secured Creditor forthwith upon request, production of a copy of this Deed being sufficient authority of same.

4. INVESTMENTS

- 4.1 The Chargor will, on the request of the Secured Creditor, give notice to any counterparty to an Investment of the existence of the security constituted by this Deed and use reasonable endeavours to procure that such counterparty acknowledges the Secured Creditor's Rights in respect thereof.
- 4.2 The Chargor will procure that all shares (including, without limitation, the Shares) held by the Chargor are fully paid up at all times and that, in respect of any other Investment, all amounts which may, from time to time, be due or owing by the Chargor in respect of that Investment (or which are required to be paid in order for the Chargor to have unencumbered title to same) are duly paid.
- 4.3 The Chargor will:
- (a) on the date of this Deed deposit with the Secured Creditor all certificates or other documents of title to the Investments and stock transfer forms or other instruments of transfer (as appropriate to the form of Investment in question) for them, executed in blank by the Chargor;
 - (b) if required to do so by the Secured Creditor amend the articles of association of any company in which it has Shares in the manner required by the Secured Creditor (and procure that such company takes, or omits to take, all such other steps as the Secured

Creditor may require) in order to enable the Secured Creditor to enforce its Security Interest without restriction and to remove the directors and/or secretary of such company without restriction and, further, to procure that the Secured Creditor is able to enforce its Security Interest in respect of each other Investment without restriction;

- (d) if required to do so by the Secured Creditor, procure that the Secured Creditor or its nominee becomes registered as the legal owner of any Investment; and
- (e) if, after the date of this Deed, it acquires or agrees to acquire any Investment it will notify the Secured Creditor as soon as reasonably practicable, will provide it with such information about the acquisition as the Secured Creditor may reasonably require and, if the Secured Creditor so requires, comply with all of the foregoing provisions of this Paragraph 4 (*Investments*) of this Schedule 1 (*Undertakings and covenants*) *mutatis mutandis* in respect of those Investments.

5. INSURANCE

5.1 The Chargor will:

- (a) maintain insurances in relation to its business and the Charged Assets with reputable underwriters or insurance companies of a type, to the extent and in an amount which is usual for companies carrying on similar businesses whose practice it is not to self-insure;
- (b) punctually pay all premiums and other money payable under its Insurances and comply with their other provisions; and
- (c) ensure that, at the option of the Secured Creditor, (i) the Secured Creditor's interest is noted on the Insurances, (ii) the Secured Creditor is named as a co-insured in respect of the Insurances or (iii) the relevant insurer will, from time to time, provide the Secured Creditor with a letter of undertaking relating to the Insurances in form and substance satisfactory to the Secured Creditor.

5.2 During an Enforcement Time (and also once this Deed has been enforced), all Insurance Proceeds will be paid to the Secured Creditor for application in accordance with Clause 12 (*Application of proceeds*). Otherwise, all Insurance Proceeds will be applied in reinstatement of the assets concerned.

6. CONTRACTS

6.1 The Chargor will:

- (a) comply with all of its Obligations under each Contract; and
- (b) use its reasonable endeavours to ensure that the Secured Creditor receives the full benefit of each Contract.

6.2 The Chargor will not (in each case without the consent in writing of the Secured Creditor):

- (a) amend, supplement, vary or otherwise agree to alter the terms of, or terminate, any Contract; or

(b) waive its Rights under a Contract.

6.3 The Chargor shall, at all times, remain liable to the contractual counterparty to each Contract to perform and discharge all of its duties and Obligations in respect thereof as if this Deed had not been executed and, under no circumstances, shall the Secured Creditor become liable to such counterparty in respect of such Contract.

7. INTELLECTUAL PROPERTY

7.1 The Chargor will, at any time during an Enforcement Time and on demand in writing by the Secured Creditor, execute and enter into all assignments, transfers or other instruments required to effectively convey to the Secured Creditor or its nominee all of the Rights of the Chargor in and to the Intellectual Property and to enable the Secured Creditor or its nominee to become the legal and/or registered owner of the Intellectual Property.

7.2 The Chargor will, at any time during an Enforcement Time and on demand in writing by the Secured Creditor, deliver to the Secured Creditor or its nominee, all documents of title, source code or other know how relating to the Intellectual Property.

7.3 The Chargor will not abandon, cancel or allow any of the registrations relating to the Intellectual Property to lapse by way of non-payment of renewal or other fees or otherwise howsoever or otherwise fail to do any act required to maintain such registrations in full force and effect.

7.4 The Chargor will not grant licences or part with or Dispose of the whole or any part (whether by one or a series of transactions whether or not related) of the Intellectual Property.

7.5 The Chargor will not alter the specifications of any registrations relating to the Intellectual Property.

7.6 The Chargor will take all reasonable and appropriate actions as are necessary to cease any infringement or unauthorised use by a third party of the Intellectual Property.

8. DEBTS

8.1 The Chargor will promptly collect in all of its Debts and shall, on demand by the Secured Creditor, procure that all monies received pursuant to such Debts are paid into such Account(s) as may be directed by the Secured Creditor.

8.2 The Chargor shall not, otherwise than with the consent in writing of the Secured Creditor, factor, discount, assign, charge or otherwise dispose of the Debts.

9. CRIMINAL DAMAGE COMPENSATION

Forthwith upon the occurrence of any event or circumstances giving rise to a claim for compensation under The Criminal Damage (Compensation) (Northern Ireland) Order 1977 in respect of any of the Secured Assets and in each case within any applicable statutory time limits, the Chargor shall institute a claim under the aforesaid Order, serve a copy of the documentation of the claim on the Secured Creditor and take all steps required to make application to obtain payment of the maximum compensation payable

under the said Order and either apply all compensation paid thereunder in rebuilding and reinstating the assets the subject thereof making good any deficiency out of the Chargor's own monies or, if the Secured Creditor so requires, assign its Rights under any claim and any monies payable thereunder and pay any such deficiency.

10. LICENCES

The Chargor will procure that each and every Licence required or desirable to enable the Chargor to carry on its business (or any business which the Chargor may, from time to time, carry on) is obtained by the Chargor and is, at the appropriate time, renewed or reobtained.

11. MANAGEMENT

The Chargor shall carry on all of its trade and business in accordance with the standards of good management from time to time current in such trade or business.

SCHEDULE 2 - CHARGED ASSETS

PART A - SECURED REAL PROPERTY

Description of Secured Real Property

SCHEDULE 2 - CHARGED ASSETS

PART B - THE CHATTELS

SCHEDULE 2 - CHARGED ASSETS

PART C - THE INVESTMENTS

SCHEDULE 2 - CHARGED ASSETS

PART D - THE CONTRACTS

SCHEDULE 2 - CHARGED ASSETS

PART E - THE ACCOUNTS

SCHEDULE 2 - CHARGED ASSETS

PART F - THE INTELLECTUAL PROPERTY

EXECUTION PAGE

THE CHARGOR

EXECUTED as a DEED by
COULTER CORPORATE LIMITED
acting by a single director
in the presence of:

Director



Witness Signature: Lorene Davison
Name: LORENE DAVISON
Address: 5 CHERRYLANDS
NEWTON ABBEY
BT36 6AH
Occupation: EXECUTIVE ASSISTANT

Witness Signature: _____
Name: _____
Address: _____

Occupation: _____

THE SECURED CREDITOR

EXECUTED as a **DEED** by
KENTWOOD ESTATES LIMITED
acting by a single director
in the presence of:

Director

Witness Signature: _____

Name: _____

Address: _____

Occupation: _____

Witness Signature: _____

Name: _____

Address: _____

Occupation: _____

THE SECURED CREDITOR

EXECUTED as a DEED by
KENTWOOD ESTATES LIMITED
acting by a single director
in the presence of:


Director

Witness Signature: Nicola Kelly

Name: Nicola Kelly

Address: 8 Victoria Road

Haywood

BT18 9BD

Occupation: P.A.

Witness Signature: _____

Name: _____

Address: _____

Occupation: _____



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI629002

Charge code: NI62 900 2 0001

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 19th November 2020 and created by COULTER CORPORATE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd December 2020 .

Given at Companies House, Belfast on 3rd December 2020



Companies House



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