



Registration of a Charge

Company name: **KILLULTAGH ESTATES LIMITED**

Company number: **NI631443**



X5D71FRD

Received for Electronic Filing: **12/08/2016**

Details of Charge

Date of creation: **11/08/2016**

Charge code: **NI63 1443 0012**

Persons entitled: **ICG - LONGBOW DEBT INVESTMENTS NO.4 S.À R.L.**

Brief description: **ALL THE LEASEHOLD LAND KNOWN AS 95-97 BOUCHER ROAD, BELFAST BEING COMPRISED IN FOLIO NUMBER AN156024L COUNTY ANTRIM.**

Contains fixed 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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

A&L GOODBODY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI631443

Charge code: NI63 1443 0012

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 11th August 2016 and created by KILLULTAGH ESTATES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th August 2016 .

Given at Companies House, Belfast on 12th August 2016

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 11 August 2016

- (1) KILLULTAGH ESTATES LIMITED
(FORMERLY KNOWN AS ALFRED STREET
PROPERTIES LIMITED)

as Chargor
- (2) ICG-LONGBOW DEBT INVESTMENTS NO.4
S.À R.L.
as Chargee

SUPPLEMENTAL SECURITY AGREEMENT

(Supplemental to the security Agreement dated 15 September 2015

between the Chargor and the Chargee)

I certify that, save for material redacted
pursuant to s.859G of the Companies
Act 2006, this copy instrument is a correct
copy of the original instrument.

Dated this 12 day of August 2016

A+ L Goodbody

A&L Goodbody Northern Ireland
6th Floor, 42-46 Fountain Street, Belfast, BT1 5EF

CONTENTS

Clause Page

1.	INTERPRETATION	1
2.	FIXED SECURITY	2
3.	PROVISIONS AS TO SECURITY	4
4.	MISCELLANEOUS	5
5.	INCORPORATION OF PRINCIPAL SECURITY AGREEMENT	5

LAND REGISTRY

Folio(s): AN156024L

County: Antrim

Registered Owner: Killultagh Estates Limited

THIS SUPPLEMENTAL SECURITY AGREEMENT is made by way of deed on 11 August 2016

BETWEEN:

- (1) **KILLULTAGH ESTATES LIMITED (FORMERLY KNOWN AS ALFRED STREET PROPERTIES LIMITED)**, a limited liability company registered in Northern Ireland (registered number NI631443) with its registered address at Alfred House 4th Floor, 19 - 21 Alfred Street, Belfast, Northern Ireland, BT2 8ED (the "**Chargor**"); and
- (2) **ICG-LONGBOW DEBT INVESTMENTS NO. 4 S.À R.L.** a société à responsabilité limitée incorporated and existing under the laws of Luxembourg, having its registered office at 2, Boulevard Konrad Adenauer, L-1115 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg trade and companies register (Registre de commerce et des sociétés de Luxembourg) under number: B 195.087 and having a share capital of GBP 11,000 as chargee (the "**Chargee**", which expression shall include all successors, assignees and transferees from time to time).

WHEREAS:

- (A) Pursuant to a facility agreement dated 15 September 2015 between (1) Killultagh Estates Limited (formerly Alfred Street Properties Limited) as borrower (2) the entities listed in Part I of Schedule 1 therein as original guarantors (which includes the Chargor), and (3) ICG-Longbow Debt Investments No. 4 S.à r.l. as lender (as amended and restated on or about the date of this Deed and as may be further varied, amended, restated, novated, supplemented, extended, modified and/or replaced from time to time) (the "**Facility Agreement**"), the Lender made facilities available to the Chargor (as borrower).
- (B) As a condition precedent to drawdown by the Borrower under the Facility Agreement, the Chargor entered into a security agreement dated 15 September 2015 with the Chargee (the "**Principal Security Agreement**").
- (C) Since the date of the Principal Security Agreement, the Chargor has acquired an interest in the Additional Property and the Chargor is required to enter into this Deed.
- (D) The Chargor enters into this Deed to secure the payment, performance and discharge of the Secured Liabilities.
- (E) The Chargor's directors are satisfied that entering into and performing this Deed is in the best interests, and for the commercial purposes and corporate benefit, of the Chargor's business.
- (F) It is intended by the Parties hereto that this document take effect as a deed notwithstanding the fact that the Parties may only execute this document under hand.

NOW THIS DEED WITNESSES AND IT IS AGREED as follows:

- 1. **INTERPRETATION**
- 1.1 **Definitions**

In this Deed (including the Recitals) terms defined in the Principal Security Agreement shall, unless the context requires otherwise, have the same meanings as if set out in full herein and the following terms shall have the following meanings:

"Additional Property" means all the leasehold land known as 95-97 Boucher Road, Belfast being comprised in Folio Number AN156024L County Antrim.

1.2 Construction

References to "this Deed" and "the Deed" in the Principal Security Agreement shall herein after mean the Principal Security Agreement as supplemented by this supplemental security agreement.

2. FIXED SECURITY

2.1 Charges

The Chargor, as continuing security for the payment, performance and discharge of all the Secured Liabilities and as beneficial owner:

2.1.1 in favour of the Chargee:

2.1.1.1 HEREBY GRANTS, AND CONVEYS, unto the ALL THAT AND THOSE the Additional Property TO HOLD the same unto the Chargee in fee simple subject to the proviso for redemption contained in this Deed;

2.1.1.2 HEREBY DEMISES unto the Chargee ALL THAT AND THOSE the Additional Property TO HOLD the same unto the Chargee for the residues of the respective terms of years for which the Chargor now holds the same less the last three days thereof of each such term the subject to the proviso for redemption contained in this Deed; and

2.1.1.3 as registered owner or as the person entitled to be registered as owner HEREBY CHARGES the Additional Property the ownership of which is registered in the Land Registry of Northern Ireland or is required to be so registered pursuant to the Land Registration (Northern Ireland) Act 1970 and HEREBY ASSENTS to the registration of the charge as a burden on the relevant folio(s) relating to the Additional Property;

2.1.2 charges in favour of the Chargee by way of a first fixed charge all its rights, title, benefit and interest (both present and future) in, to and under:

2.1.2.1 the proceeds of sale of the Additional Property;

2.1.2.2 all licenses to enter upon or use the land and the benefits of all agreements relating to the Additional Property;

2.1.2.3 (to the extent not assigned pursuant to Clause 2.2.1) any agreement relating to the acquisition of the Additional Property and the benefit of all agreements, contracts, deeds, undertakings, guarantees, warranties and other documents now or hereafter in existence in relation to the Mortgaged Property; and

2.1.3 charges in favour of the Chargee by way of a first fixed charge all its rights, title, benefit and interest (both present and future) in, to and under:

2.1.3.1 (to the extent not assigned pursuant to Clause 2.2.1) its rights under any appointment of any managing agent and/or asset manager of the Mortgaged Property or the Premises;

- 2.1.3.2 (to the extent not assigned pursuant to Clause 2.2.1) all its rights, title and interest in any Criminal Damage Claim and any proceeds in respect of the same;
- 2.1.3.3 all permissions of whatsoever nature and whether statutory or otherwise, held in connection with the Mortgaged Property and the right to recover and receive all compensation which may be payable to it;
- 2.1.3.4 (to the extent not assigned pursuant to Clause 2.2.1) to the extent vested in it, of all building contracts, professionals' appointments, guarantees, warranties and representations given or made by any building contractors, professional advisers or any other person in relation to the Mortgaged Property, including all rights and remedies available to it against such persons;
- 2.1.3.5 all assets which are specified in Clause 2.2 and are not capable of assignment and not otherwise charged pursuant to this Clause 2.1.

2.2 Assignment

- 2.2.1 The Chargor, as beneficial owner, assigns and agrees to assign to the Chargee absolutely, subject to re-assignment on the expiry of the Security Period in accordance with 18 of the Principal Security Agreement, as continuing security for the payment, performance and discharge of the Secured Liabilities all of its right, title, benefit and interest (both present and future) in, to and under:
 - 2.2.1.1 all Rental Income (including, for the avoidance of doubt, all future Rental Income) and any guarantee of any such Rental Income in its favour contained in or relating to any Occupational Lease or otherwise and including, without limitation (including to the fullest extent of its interest) all Rental Income;
 - 2.2.1.2 all Occupational Leases of all or any part of the Mortgaged Property;
 - 2.2.1.3 all its rights (if any) under any Insurances relating to the Security Assets to which the Chargor is otherwise entitled (including any claims or payments under, and returns of premiums in respect of, the Insurances);
 - 2.2.1.4 all agreements, contracts, deeds, appointments, licences, undertakings, guarantees, covenants, warranties, representations and other documents (including all documents entered into now or in the future so as to enable the Chargee to perfect its rights under this Deed or any such agreement, contract, deed, licence, undertaking, guarantee, covenant, warranty, representation or other document) entered into by or given to the Chargor in respect of the Mortgaged Property (including, without limitation, any property management agreement or asset management agreement) or any other Security Assets including all:
 - 2.2.1.4.1 claims, remedies, awards or judgements paid or payable to the Chargor (including, without limitation, all liquidated and ascertained damages payable to the Chargor under the above); and
 - 2.2.1.4.2 guarantees, warranties, bonds and representations given or made by, and any rights or remedies against, any designer, builder, contractor, professional adviser, sub-contractor, manufacturer, supplier or installer of any Fixture;
 - 2.2.1.5 in each case, relating to all or any part of the Mortgaged Property or such Security Assets;
 - 2.2.1.6 all licences held now or in the future in connection with the business carried on upon all or any part of the Mortgaged Property and also the right to recover and receive all compensation which may at any time become payable to the Chargor under the Licensing (Northern Ireland) Order 1996 or any similar legislation;

- 2.2.1.7 all chattels hired, leased or rented by the Chargor to or from any person together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other Security for the performance of the obligations of any person under or in respect of such contract;
 - 2.2.1.8 all its rights, title and interest in any Criminal Damage Claim and any proceeds in respect of the same; and
 - 2.2.1.9 the benefit of any Compensation Payment.
- 2.2.2 To the extent that any such right, title, benefit and interest described in Clause 2.2.1 is not assignable or capable of assignment, such assignment purported to be effected by Clause 2.2.1 shall operate, as continuing Security for the payment, discharge, performance and satisfaction of the Secured Liabilities, as an assignment of any and all proceeds of such right, title, benefit or interest paid or payable thereunder save for any proceeds or other amounts properly payable to any third party and to which the Chargor has no right, title, benefit or interest.

2.3 Beneficial Owner

Every disposition effected by this Deed is made as a beneficial owner.

3. PROVISIONS AS TO SECURITY

3.1 Perfection of Security

The Chargor shall take such action as is reasonably required by the Chargee:

- 3.1.1 to create, perfect and protect the Security constituted or intended to be constituted under this Deed;
- 3.1.2 to maintain the Security constituted or intended to be constituted under this Deed;
- 3.1.3 to make all filings and registrations and to take all such other steps as may be necessary in connection with the creation, perfection or protection of the Security constituted or intended to be constituted under this Deed; and
- 3.1.4 procure that the relevant entity shall promptly register any transfer of title to the Securities pursuant to any enforcement by the Chargee of its rights under this Deed.

3.2 Deposit of Title Deeds

The Chargor shall immediately upon the execution of this Deed (or upon coming into the possession of the Chargor at any time) deposit with the Chargee (or procure that the Chargors' solicitors provide an acceptable undertaking to the Chargee to hold to its order) all deeds, certificates and other documents constituting or evidencing title to the Security Assets.

3.3 Memorandum of Charge

The Chargor shall promptly upon request by the Chargee and at the Chargor's cost:

- 3.3.1 affix to such items of the Security Assets; and/or
 - 3.3.2 endorse on any documents evidencing title to the Security Assets;
- notice of the Security intended to be constituted under this Deed or which otherwise secures all or any part of the Secured Liabilities in such form as the Chargee may require.

3.4 Proviso for Redemption

The Chargor HEREBY DECLARES that in respect of all Mortgaged Property referred to in Clauses 2.1.1.1 and 2.1.1.2 it will stand possessed of the reversion or respective reversions hereby reserved of the term or several terms of years for which the same are held IN TRUST for the

Chargee (subject to any equity of redemption subsisting under this Deed) and will dispose of the same as the Chargee may reasonably direct and HEREBY AUTHORISES the Chargee to appoint a new trustee or trustees of such reversion or respective reversions in place of the Chargor or any trustee or trustees appointed under this power as if it, he, she or they were incapable of acting in the trusts hereby declared and the Chargor HEREBY IRREVOCABLY APPOINTS the Chargee the attorney of the Chargor to assign the said reversion or respective reversions in the name of the Chargor and on its behalf to the Chargee or as it may direct subject to such equity of redemption (if any), as may for the time being be subsisting as aforesaid and to execute and do all deeds, documents and acts reasonably necessary or proper for that purpose.

4. MISCELLANEOUS

4.1 Covenant to Pay

4.1.1 The Chargor covenants with and undertakes to the Chargee that it shall on demand pay, perform or discharge all the Secured Liabilities on the due date or dates therefor.

4.1.2 The Chargor covenants with and undertakes to the Chargee to pay interest on the Secured Liabilities (to the extent not otherwise charged pursuant to the Facility Agreement) on demand until full discharge (whether before or after judgement, liquidation, winding-up, bankruptcy, or administration (whether out of court or otherwise)), such interest to accrue from day to day (on the basis of a 365 day year) calculated at the Default Rate of interest. The Chargee may compound interest (at such frequencies as prescribed by the Facility Agreement, or if not so prescribed, monthly) if it is not paid when due.

4.2 The Land Registry

The Chargor shall, at the direction of the Chargee, promptly apply on the prescribed Land Registry form to the Land Registrar (and the Chargor hereby consents to any such application being made by the Chargee) for an inhibition in the following terms to be entered on the folio(s) of the Additional Property registered at the Land Registry in its name and against which this Deed may be noted:

"No disposition [or specify details] of the registered land by the registered owner of the registered land or by the owner of any registered charge, not being a charge registered before the entry of this inhibition, is to be registered without a written consent signed by the owner for the time being of the charge dated [date] in favour of ICG-Longbow Debt Investments No.4 S.À R.L. referred to in part III of the folio(s)."

5. INCORPORATION OF PRINCIPAL SECURITY AGREEMENT

This Supplemental Security Agreement shall be construed as supplemental to the Principal Security Agreement and shall form a part thereof and shall be subject to all of the terms and provisions of the Principal Security Agreement, as if set out in full herein, *mutatis mutandis*. Nothing in this Supplemental Security Agreement will be deemed to vary or otherwise affect the security from the Chargor to the Chargee constituted by the Principal Security Agreement and the Chargor hereby confirms that the Security it has granted to the Chargee pursuant to the Principal Security Agreement remains in full force and effect as a continuing security for the payment and discharge of the Secured Liabilities.

IN WITNESS of which this document has been duly executed and delivered as a deed by each of the parties on the day and the year first stated above.

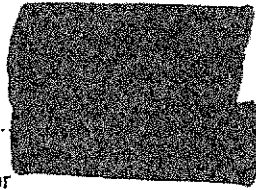
EXECUTION PAGES

The Chargor

Executed as a deed by
KILLULTAGH ESTATES LIMITED
(FORMERLY ALFRED STREET
PROPERTIES LIMITED) acting by a
director in the presence of two witnesses:

Director

Print Name



FRANK E BOYD

In the presence of:

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation:

Witness Address:

Solicitor



P R LEGAL LIMITED
420-422 LISBURN ROAD
BELFAST BT9 6GN
Tel: 028 9066 1722
Fax: 028 9066 1725
Email: office@prlegalni.com

and

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation:

Witness Address:

Address for Notices:

Address: Alfred House, 19-21 Alfred Street, Belfast BT2 8ED

Fax no: Not applicable

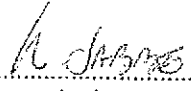
Email: Not applicable


FAO: Francis Edward Boyd

The Chargee

Executed as a deed by
**ICG-LONGBOW DEBT INVESTMENTS NO. 4
S.À R.L.**

a *Société à responsabilité limitée*
organized and existing under the laws of
the Grand Duchy of Luxembourg
by


.....
being a person who in accordance with
the laws of that territory is acting
under the authority of
**ICG-LONGBOW DEBT INVESTMENTS NO. 4
S.À R.L.** and in the presence of a witness


.....
Manager


Print name

Witness Signature:

Witness Name (BLOCK CAPITALS):

Witness Occupation:

Witness Address:


.....
STANCU PETRINA
ADMINISTRATIVE ASSISTANTE
6C, RUE GABRIEL LIPPMANN
L-5365, MUNSBAACH
.....

Address for notices:

Address: ICG-Longbow Debt Investments No. 4 S.À R.L.

2 Boulevard Konrad Adenauer

L-1115 Luxembourg

Grand-Duchy of Luxembourg

Fax No: +352 26 25 88 79

FAO: The Board of Managers