



00667465

ES FORM NO. 402

ars of a mortgage or charge

402

Please do not
write in
this margin

Pursuant to Article 402(1) of the Companies (Northern Ireland) Order 1986

To the Registrar of Companies

For official use

Company number

NI 051058

Please complete
legibly, preferably
in black type, or
bold block lettering

*Insert full name
of Company

Name of company

F P C Retail Limited (the "Borrower")

Date of creation of the charge

23rd July 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Mortgage of Licences dated 23rd July 2009 made between the Borrower of the one part and the
Lender (as defined below) of the other part (the "Deed").

Amount secured by the mortgage or charge

Please see attached Continuation Sheet.

DEPARTMENT OF ENTERPRISE
TRADE & INVESTMENT
COMPANIES REGISTRY

- 6 AUG 2009

COUNTER RECEIVED

Names and addresses of the mortgagees or persons entitled to the charge

Musgrave Retail Partners NI Limited (the "Lender")

1/19 Dargan Drive, Belfast

Postcode

BT3 9JG

Presentor's name and address and
reference (if any):

Our Ref: SM/M447/752

ARTHUR COX
Northern Ireland
Capital House
3 Upper Queen Street
Belfast
BT1 6PU

For official Use
Mortgage Section

Post room

Short particulars of all the property mortgaged or charged

Please see attached Continuation Sheet.

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Arthw box

Date

05/08/09.

On behalf of [company][mortgagee/chargee]†

Notes

†delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Article 402). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (Article 405). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (Article 405) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where Article 405(4) applies (property situate in Great Britain) and Form No. 405 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal Charge", etc, as the case may be, should be given.
- 3 In this Box there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
 for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

CONTINUATION SHEET

Mortgage of Licences dated 23rd July 2009 made between F P C Retail Limited (the "Borrower") of the one part and Musgrave Retail Partners NI Limited (the "Lender") of the other part (the "Deed").

1. AMOUNT SECURED BY THE MORTGAGE OR CHARGE

For good and valuable consideration the Borrower unconditionally and irrevocably covenanted to pay or discharge on demand to the Lender the Indebtedness and all costs, charges, expenses, fees and other sums on a full indemnity basis howsoever incurred at any time or to be incurred by the Lender or by or through any attorney, delegate, sub-delegate, substitute or agent of the Lender (including, without limitation, the remuneration of them) for any of the purposes referred to in the Deed or in relation to the enforcement of the security created pursuant to the Deed together with interest to the date of payment (as well after as before any demand or judgment obtained) at such rates and upon such terms as the Lender may from time to time determine.

2. SHORT PARTICULARS OF ALL THE PROPERTY MORTGAGED OR CHARGED

The Borrower as beneficial owner and as a continuing security for the payment and discharge of the Indebtedness and subject to the proviso for redemption contained in Clause 15 of the Deed ASSIGNED unto the Lender the benefit of all licences for the sale of intoxicating liquor by retail now and from time to time held by or on behalf of the Borrower in connection with the Premises, including, without limitation, the licence provisionally granted on 15th May 2009 and declared final on 25th June 2009 (hereinafter collectively referred to as "the Licences") and the goodwill of any off-licence business carried on at the Premises TO HOLD the same unto the Lender absolutely.

3. COVENANTS

The Borrower covenanted with the Lender that during the continuance of the security created by the Deed, it shall not, save with the prior written consent of the Lender, charge, assign, factor or otherwise dispose of or permit to subsist any mortgage, charge, lien or other security interest over the Charged Assets in favour of any other person whether ranking or purporting to rank in priority to, or pari passu with or after, the security created by the Deed.

4. DEFINITIONS

In the Deed the following expressions shall unless the context otherwise requires have the following meanings:

"Charged Assets" means the assets specified in Clause 2 above;

"Indebtedness" means all moneys obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now are or at any time after the date of the Deed may become due owing or incurred by the Borrower to the Lender whether actual or contingent and whether alone or jointly with any person or company as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever and including but without limitation all moneys which may now or at any time in the future be due owing or incurred by the Borrower to the Lender on foot of any loan or any trading or other account and so that interest shall be computed and compounded on the terms agreed between the parties or if not agreed according to the usual practice of the Lender as well after as before any demand or judgment; and

"Premises" means the Borrower's shop and off licence premises at 2 The Square, Cloughey, Newtownards, BT22 1HR.



NI051058

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE

Pursuant to Article 409(3) of the
Companies (Northern Ireland) Order 1986

I HEREBY CERTIFY that a Mortgage Of Licences dated
the TWENTY-THIRD day of JULY two-thousand and NINE and created by

F P C RETAIL LIMITED

for securing all moneys now due, or hereafter to become due,
or from time to time accruing due from the Company to

MUSGRAVE RETAIL PARTNERS NI LIMITED

on any account whatsoever, was this day REGISTERED pursuant to
Part XIII of the Companies (Northern Ireland) Order 1986.

Given under my hand at Belfast, this the SIXTH day of AUGUST two-thousand
and NINE

A handwritten signature in black ink, reading "Louise Hunter".

for the Registrar of
Companies for Northern Ireland