



Registration of a Charge

Company name: **APPLEBY WESTWARD GROUP LIMITED**

Company number: **01791158**



X73OFAI3

Received for Electronic Filing: **11/04/2018**

Details of Charge

Date of creation: **05/04/2018**

Charge code: **0179 1158 0017**

Persons entitled: **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND AS
SECURITY TRUSTEE FOR THE SECURED PARTIES (SECURITY TRUSTEE)**

Brief description: **NOT APPLICABLE.**

Contains fixed charge(s).

**Contains floating charge(s) (floating charge covers all the property or
undertaking of the company).**

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:

ADDLESHAW GODDARD LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1791158

Charge code: 0179 1158 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th April 2018 and created by APPLEBY WESTWARD GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th April 2018 .

Given at Companies House, Cardiff on 13th April 2018

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

THE COMPANIES LISTED IN SCHEDULE 1

to ,

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND
as Security Trustee

COMPOSITE DEBENTURE

Dated the day of , 2018

ARTHUR COX



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THIS DEBENTURE is made the 5 day of April, 2018

BETWEEN:

- (1) THE COMPANIES WHOSE NAMES AND ADDRESSES OR REGISTERED OFFICES ARE SPECIFIED IN PARTS A AND B OF SCHEDULE 1 (hereinafter collectively called the "Chargors" and any one a "Chargor") of the one part; and
- (2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND having its registered office at 40 Mespil Road, Dublin 4 as Security Trustee for the Secured Parties (as hereinafter defined) of the security constituted by this Deed (hereinafter referred to as the "Security Trustee" which expression shall, where the context so admits, include any successor trustee or trustees of the trusts under which the security hereby constituted is held) of the other part.

WHEREAS:

- A. The Chargors are now or may become from time to time indebted to the Secured Parties pursuant to the Secured Documents, whether as principal, surety or otherwise.
- B. It has been agreed between the Chargors and the Security Trustee (as agent for the Secured Parties) and it is hereby intended that the Security inter alia shall secure such sums of money as may from time to time be owing or become due by the Chargors to the Secured Parties together with interest, costs and charges on the terms hereinafter set out.
- C. The Security Trustee has agreed to enter into this Deed as Security Trustee for the Secured Parties.

NOW THIS DEED WITNESSETH as follows:

1. DEFINITIONS AND INTERPRETATION

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

"Act" means Land and Conveyancing Law Reform Act 2009;

"Assets" in relation to a Chargor means all its undertaking, property, assets, rights and revenues whatever, present or future, wherever situated in the world and includes each of any of them;

"Assigned Contracts" in relation to a Chargor, means the documents listed in Part A of Schedule 4 to which it is a party or in respect of which it has assumed any benefits, rights or obligations and any one an "Assigned Contract";

"BWG B.V. Account" means the account of TIL Finance B.V. with Allied Irish Banks, p.l.c. having account number [REDACTED] 5377 or such other account or accounts as may be substituted from time to time or any redesignation or renumbering of such accounts;

"Charged Assets"

- (a) in relation to a Chargor other than the Foreign Chargors, means assets of that Chargor described in Clause 3.1 ; and

- (b) in relation to a Foreign Chargor, means assets of that Foreign Chargor described in Clause 3.2;

"Company" means BWG Group Unlimited Company, a company incorporated under the laws of Ireland having company number 559142 with its registered office at BWG House, Greenhills Road, Tallaght, Dublin 24;

"Companies Act" means the Companies Act 2014 of Ireland (as amended).

"Contractual Parties" in relation to an Assigned Contract, means the party or parties thereto other than the Chargors and any one a "Contractual Party";

"Deed of Admission" means a deed in the form set out in Schedule 5;

"Declared Default" means:

- (a) an Event of Default which has resulted in the Agent exercising any of its rights under clause 26.21 (Acceleration) of the Facilities Agreement; or
- (b) the making of a demand under the Guarantee.

"Default Rate" means

- (a) in relation to any part of the Indebtedness arising under the Facilities Agreement, the rate of interest determined in accordance with Clause 11.3 of the Facilities Agreement; and
- (b) in relation to any part of the Indebtedness arising under the Hedging Agreements, the default rate therein specified;
- (c) in relation to any part of the Indebtedness arising under the Guarantee, the default rate therein specified;

"Derivative Assets" means:

- (c) all rights deriving from or incidental to any of the Shares including all stocks, shares and other securities, rights, monies and other property accruing, offered or issued at any time by way of bonus, redemption, exchange, substitution, conversion, preference, option or otherwise in respect of the Shares; and
- (d) all dividends, interest or other income deriving from or incidental to the ownership of the Shares;

"Enforcement Date" means the date upon which a demand for payment is made pursuant to Clause 26 of the Facilities Agreement and/or pursuant to the Guarantee;

"Event of Default" means an event of default as defined in the Facilities Agreement;

"Facilities Agreement" means the facilities agreement dated on or about the date hereof and made between the Company, the borrowers and/or guarantors listed therein, Barclays Bank Ireland PLC and The Governor and Company of the Bank of Ireland (as joint co-ordinators), Barclays Bank Ireland PLC, The Governor and Company of the Bank of Ireland, Allied Irish Banks, p.l.c. and Coöperatieve Rabobank U.A. trading as Rabobank Dublin (as mandated co-lead arrangers and bookrunners), the financial institutions listed in part 3 of schedule 1 as lenders, the

financial institutions listed in part 4 of schedule 1 as hedge counterparties, Barclays Bank Ireland PLC and The Governor and Company of the Bank of Ireland (as documentation banks), and The Governor and Company of the Bank of Ireland (as agent and security trustee);

"Finance Documents" means collectively:

- (a) the Finance Documents as defined in the Facilities Agreement, and including any Hedging Agreement;
- (b) the Guarantee; and
- (c) any other document designated as a Finance Document by the Security Trustee and the Company;

"Floating Charge" means the floating charge described in Clause 3.1(n);

"Floating Charge Properties" means the lands and premises described in Part 2 of Schedule 2 hereto;

"Foreign Chargors" means the Chargors whose names and registered offices are listed in Part B of Schedule 1 hereto and "Foreign Chargor" means any of them;

"Group" has the meaning given to it in the Facilities Agreement;

"Guarantee" means the composite guarantee and indemnity dated on or about the date hereof made by inter alia the Chargors in favour of the Security Trustee in respect of the liabilities of the members of the Group specified therein;

"Indebtedness" in relation to a Chargor, means all moneys, obligations and liabilities whatsoever whether principal, interest or otherwise which now are, or at any time hereafter may become, due owing and payable to the Secured Parties or any of them under the Secured Documents whether collectively or individually by that Chargor either alone or jointly with any person or company on any account, whether current or otherwise in whatever currency denominated, including without limitation, the amount of any loan credits or advances made to, or for the accommodation of or at the request of, the Chargor, all liabilities of the Chargor under or in connection with interest rate hedging agreements, foreign exchange facilities and all its other liabilities whatsoever to the Security Trustee and the Secured Parties, or any one of them, whether actual or contingent, whether as principal debtor, guarantor or surety or otherwise;

"Insurances" means all 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 any Chargor or in which any Chargor has an interest;

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

"Intellectual Property" means the property referred to in Clause 3.1(g) hereof;

"Intragroup Debts" in relation to a Chargor, means all amounts from time to time due to that Chargor by any other member of the Group whether in respect of loans advanced by that Chargor or otherwise and including, without limitation, any loans advanced under any of the Assigned Contracts;

"Licence" includes all licences, approvals, authorisations, sanctions and permits;

"Life Policies" in relation to a Chargor, means the life policies in Schedule 8 under its name and all other policies of life assurance in which that Chargor may now or hereafter have an interest together in each case with any replacement policy(ies) therefore whether effected in accordance with the provisions of this Deed or otherwise and all monies including all bonuses, additions and returns of premium payable under any of the foregoing policies and the benefit of all options and rights devolving under or pursuant to any such policies;

"Material Intellectual Property" means:

- (a) the Trade Marks; and
- (b) any Intellectual Property that is necessary for the carrying on of the business of any member of the Group from time to time;

"Mortgaged Property" in relation to a Chargor, means the lands and premises particulars of which are described in Part 1 of Schedule 2 hereto under its name and in any Form 52 entered into in connection with this Deed and all rights and appurtenances hereunto belonging or appertaining;

"Planning Acts" means all laws (whether criminal, civil or administrative) including "Planning Acts" means the Planning and Development Acts 2000 to 2015 and the Building Control Acts 1990 to 2014 and any regulations issued pursuant thereto;

"Receivables" in relation to a Chargor, means all sums of money (other than book debts) receivable by such Chargor now or in the future, consisting of or payable under the derived from any of its Assets;

"Realisation Accounts" means the account of Triode SeniorCo Unlimited Company with the Security Trustee having account number [REDACTED] 8359 (sort code [REDACTED]) or such other account or accounts as may be substituted from time to time or any redesignation or renumbering of such accounts and including any sub-accounts or any additional account hereafter opened or into which any moneys or interest subject to this security are deposited;

"Receiver" shall mean any one or more receivers, administrative receivers and/or managers appointed in respect of any Chargor (whether appointed pursuant to this Deed, pursuant to any statute, by a court or otherwise);

"Secured Documents" means:

- (a) the Finance Documents; and
- (b) any facility letter, loan agreement or other agreement entered into by any member of the Group with any Secured Party under or in connection with Financial Indebtedness (as defined in the Facilities Agreement);

“Secured Liabilities” means all moneys, obligations and liabilities herein covenanted to be paid or discharged by the Chargors;

“Secured Parties” means:-

- (a) the Finance Parties (as defined in the Facilities Agreement) but excluding the Unsecured Hedge Counterparties (as defined in the Intercreditor Deed);
- (b) the Secured Parties as defined in the Guarantee;
- (c) any Finance Party (and/or their Affiliate) who may provide facilities to any member of the Group which constitute Permitted Financial Indebtedness (as defined in the Facilities Agreement);
- (d) any Bilateral Lender (as defined in the Intercreditor Deed (as such term is defined in the Facilities Agreement));
- (e) all permitted successors, assigns and transferees of any of the foregoing,

collectively or individually and their successors and assigns and “Secured Party” means any one or more of them;

“Security” means any Security Interest created, evidenced or conferred by or under this Deed.

“Security Interest” includes, without limitation, any mortgage, trust, pledge, charge, lien, hypothecation, encumbrance or other security interest;

“Shares” in relation to a Chargor, means the shares the rights, title and interest to which are held by that Chargor from time to time and which are described in Schedule 3 hereto under its name and any other shares of any class held, either directly or indirectly, by any Chargor from time to time, including any shares held on trust for a Chargor, in any Subsidiary or in any other company;

“Subsidiary” has the meaning given to it in Section 7 of the Companies Act;

“this Deed” means this Debenture;

“Trade Marks” means the trade marks and trade mark applications listed in Part 2 of Schedule 4 hereto; and

“Transferee” means any transferee, assignee or novatee of any of the persons specified in paragraphs (a) and (b) of the definition of Secured Parties.

1.2 Except to the extent that the context requires otherwise, any reference in this Deed to:

a “party” hereto includes a reference to its successors and permitted assigns;

Schedules, Clauses, Subclauses and paragraphs shall be construed as references to Schedules to, and Clauses, subclauses and paragraphs of, this Deed and where a subclause is referred to in a Clause it shall be construed as a reference to a subclause of that Clause;

a document, deed or agreement shall include such document, deed or agreement as the same may be varied, replaced, substituted or amended from time to time;

any statute shall include any order made or regulation issued thereunder, any statutory modification or re-enactment thereof from time to time in force, and unless otherwise stated any reference to a statute shall be a reference to a statute of Ireland;

the singular shall include the plural and vice versa;

words importing the neuter shall include the masculine and the feminine and vice versa.

- 1.3 Headings shall be ignored in construing this Deed.
- 1.4 Capitalised terms defined in the Facilities Agreement (expressly or by reference) shall have the same meanings in this Deed.
- 1.5 Any Form 52 required or entered into pursuant to or in connection with this Deed shall form part of this Deed and all references to "**this Deed**" shall be deemed to incorporate a reference to that Form 52.
- 1.6 The Security Trustee takes the benefit of this Deed, the Security and any payments in respect thereof for itself and as trustee for each other Secured Party and can enforce the foregoing on its own behalf and on behalf of each other Secured Party in accordance with the terms of this Deed.

2. COVENANT TO PAY

- 2.1 For good and valuable consideration each Chargor hereby unconditionally and irrevocably covenants to pay or discharge on demand in writing to the Security Trustee as trustee for the Secured Parties its Indebtedness and all costs, charges, expenses and other sums (banking, legal or otherwise) on a full indemnity basis howsoever incurred or to be incurred by the Security Trustee and/or by or through any Receiver, attorney, delegate, sub-delegate, substitute or agent of the Security Trustee (each an "Indemnified Person") (including, without limitation, the remuneration of any of them) for any of the purposes referred to in this Deed or in relation to the enforcement of this security or any other security held by the Security Trustee as security for the Indebtedness or in connection therewith together with interest to the date of payment (before as well as after any demand made or judgement obtained hereunder) at such rates and upon such terms as may from time to time be agreed and in the absence of agreement at the Default Rate.
- 2.2 All sums payable by each Chargor under this Deed shall be paid without any set-off counterclaim withholding or deduction whatsoever unless required by law in which event the Chargor will simultaneously with making the relevant payment under this Deed pay to the Security Trustee as trustee for the Secured Parties such additional amount as will result in the receipt by the Security Trustee of the full amount which would otherwise have been receivable and will supply the Security Trustee promptly with evidence satisfactory to the Security Trustee that it has accounted to the relevant authority for the sum withheld or deducted.
- 2.3 A certificate signed by a duly authorised officer of the Security Trustee setting forth the amount of any sum due hereunder shall, in the absence of manifest error, be prima facie evidence against each Chargor.
- 2.4 The Secured Liabilities shall immediately become due and payable on demand in writing by the Security Trustee made at any time on or after the Enforcement Date and the statutory power of sale will become exercisable, and each Chargor shall pay

or repay all actual liabilities and provide cash cover to the Security Trustee for all contingent liabilities of each Chargor to the Secured Parties on the Enforcement Date.

- 2.5 This Deed is subject to the terms of the Intercreditor Deed (as defined in the Facilities Agreement).

3. THE CHARGING CLAUSE

- 3.1 As continuing security for the payment and discharge of the Secured Liabilities each Chargor other than the Foreign Chargors, as legal and beneficial owner and registered owner or as the person entitled to be registered as owner as the case may be, hereby:

- (a) CHARGES by way of first fixed charge unto the Security Trustee as trustee for the Secured Parties its freehold and leasehold lands, hereditaments, premises and property including, without limitation its Mortgaged Property, together with all buildings, fixtures and fixed plant and machinery from time to time thereon with the payment, performance and discharge of the Secured Liabilities;
- (b) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in the Assigned Contracts and all monies which at any time may be or become payable to it pursuant to the Assigned Contracts and the net proceeds of any claims, awards and judgements which may at any time be receivable or received by it pursuant thereto and the full benefit of all rights and remedies relating thereto, including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing subject only to the proviso for reassignment in Clause 3.8;
- (c) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in all licences used in connection with any business carried on by it in connection with the Charged Assets and all rights of recovery and compensation which may be receivable by it on account of the non- renewal of any licence;
- (d) ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in all its plant, machinery, vehicles, fixtures, implements, utensils and equipment, including without limitation, the plant, machinery, vehicles, fixtures, implements, utensils and equipment specified in Schedule 7 together with all replacements thereof, additions, improvements and accessories thereto together with the full benefit of the insurances on same to hold unto the Security Trustee absolutely by way of security for the payment of the Secured Liabilities subject to the proviso for redemption in Clause 3.8;
- (e) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all of its Shares for which the certificates and other documents have been deposited by it with the Security Trustee or its agents or represented by any certificates or other documents from time to time hereafter deposited by it with the Security Trustee or its agents or belonging to it and received by the Security Trustee or its agents after the execution hereof, and the Derivative Assets and all dividends, interest and other income at any time hereafter deriving from any stocks, shares or other securities, rights, moneys or other property for the time being falling within the assets comprised in the Shares or the Derivative Assets or deriving from any

investment of any such dividends, interest or other income and all moneys, income and amounts received from the redemption of all or any part of the Shares;

- (f) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all of its stocks shares bonds and securities of any kind whatsoever (other than the Shares) whether marketable or otherwise and all other interests including but not limited to its loan capital both present and future in any company, firm, consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of conversion, redemption, bonus, preference, option, dividend, interest or otherwise (all of which are hereinafter called "the Securities");
- (g) CHARGES unto the Security Trustee as trustee for the Secured Parties all its goodwill and uncalled capital for the time being together with all patents, patent applications, brand names, copyrights, rights in the nature of copyrights, publication rights, registered designs (including applications and rights to apply therefor), all inventions, rights and trademarks, both registered and unregistered, including, without limitation, the intellectual property specified under its name in Part 2 of Schedule 4, all registered user agreements, service marks and business names whether registered or not (including applications and rights to apply therefor), confidential information and know-how, fees, royalties and other rights of every kind deriving from any of the foregoing and which now or at any time hereafter belong to it and any and all rights which it may have as licensee or sub-licensee pursuant to any agreement or otherwise, and other intellectual property rights now, or at any time during the continuance of this security, belonging to it and all agreements under which it is now or may become entitled to the payment of any royalty fee or similar income (collectively "Intellectual Property");
- (h) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in the Insurances maintained or effected now or hereafter by it and all Insurance Proceeds;
- (i) CHARGES unto the Security Trustee as trustee for the Secured Parties the Receivables and all debts (other than its book debts) revenues and claims (including choses in action which may give rise to a debt, revenue or claim) now and from time to time due or owing to it including, without limitation, all sums receivable by it by virtue of leases, leasing agreements, agreements for lease or hire purchase agreements and the full benefit of all rights and remedies relating thereto, including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing;
- (j) CHARGES AND ASSIGNS by way of fixed charge unto the Security Trustee as trustee for the Secured Parties all of its rights and title to, and interests and benefits in the Realisation Accounts and the debt represented thereby subject only to the proviso for reassignment in Clause 3.8;
- (k) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties the following covenants, agreements and rights:
 - (i) any covenant agreement or undertaking in relation to the construction and maintenance of all roads, pavements and utilities for services

required in connection with its properties referred to in Subclause 3.1(a) or charges, levies or such like in respect of the same or the taking in charge thereof by the local authority and any indemnity in respect of the matters aforesaid;

(ii) any right, benefit or agreement made between it and the local authority or any other person pursuant to which it has been or may be granted rights of access or rights of way in relation to its properties referred to in Subclause 3.1(a); and

(iii) all of its rights to be paid or receive compensation under any statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to its properties referred to in Subclause 3.1(a) or any refusal, grant subject to conditions, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of its properties referred to in Subclause 3.1(a) and so that the production of these presents to the person liable to pay such compensation shall be sufficient authority to it or him to pay such moneys to the Security Trustee;

(l) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in its Intragroup Debts;

(m) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in the Life Policies maintained or effected now or hereafter by it and all proceeds thereof; and

(n) by way of first floating charge CHARGES unto the Security Trustee as trustee for the Secured Parties:

(i) all its book debts whether now or hereafter existing and whether presently payable or hereafter falling due for payment and the benefit of all securities and guarantees now or at any time during the continuance of this security held by it, or inuring to its benefit, in respect of such debts; and

(ii) its freehold and leasehold lands, hereditaments and premises comprised in the Floating Charge Properties;

(iii) its undertaking and all its other property assets and rights whatsoever and wheresoever both present and future including but not limited to its property, assets and rights referred to in Clauses 3.1(a) to (n) if and insofar as such charges or any part or parts of the same shall be for any reason ineffective as specific or fixed charges.

3.2 As continuing security for the payment and discharge of the Secured Liabilities each Foreign Chargor, as legal and beneficial owner and registered owner or as the person entitled to be registered as owner as the case may be, hereby

(a) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all of its Shares for which the certificates and other documents have been deposited by it with the Security Trustee or its agents or represented by any certificates or other documents from time to time

hereafter deposited by it with the Security Trustee or its agents or belonging to it and received by the Security Trustee or its agents after the execution hereof, and the Derivative Assets and all dividends, interest and other income at any time hereafter deriving from any stocks, shares or other securities, rights, moneys or other property for the time being falling within the assets comprised in the Shares or the Derivative Assets or deriving from any investment of any such dividends, interest or other income and all moneys, income and amounts received from the redemption of all or any part of the Shares;

- (b) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in its Intragroup Debts;
- (c) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in the Assigned Contracts and all monies which at any time may be or become payable to it pursuant to the Assigned Contracts and the net proceeds of any claims, awards and judgements which may at any time be receivable or received by it pursuant thereto and the full benefit of all rights and remedies relating thereto, including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing subject only to the proviso for reassignment in Clause 3.8;
- (d) CHARGES AND ASSIGNS by way of fixed charge and assignment unto the Security Trustee as trustee for the Secured Parties all of its rights and title to, and interests and benefits in the BWG B.V. Account and the debt represented thereby subject only to the proviso for reassignment in Clause 3.8.

3.3 The security referred to in Clauses 3.1(a) to (m) and Clauses 3.2(a) to (d) shall be first ranking fixed charges and/or security assignments.

3.4 Each Chargor hereby covenants with the Security Trustee that, during the continuance of the security created by or pursuant to this Deed, it shall not without the prior consent in writing of the Security Trustee:-

- (a) (other than the security hereby created and the Permitted Security) create or permit to exist any Security Interest (whether express or arising by operation of law other than liens arising by operation of law) on or affecting its Charged Assets or any part thereof; or
- (b) sell or otherwise dispose of any of its Charged Assets otherwise than in accordance with Clause 6.5(a).

3.5 The Security Trustee may, at any time by notice to any Chargor (and whether or not it makes demand under Clause 2.1), convert the Floating Charge into a fixed charge (either generally or specifically) as regards any assets specified in the notice if:

- (a) the Security Trustee reasonably considers such assets to be in jeopardy; and/or
- (b) the Security Trustee becomes aware or has reason to believe that steps have been taken which would, in the reasonable opinion of the Security Trustee be reasonably likely to lead to the presentation of a petition to appoint an examiner in relation to such Chargor (or an examiner has been appointed) or to wind up such Chargor or that any such a petition has been presented,

which in the reasonable opinion of the Security Trustee is likely to result in the winding up of such Chargor or the appointment of an examiner; and/or

(c) a Declared Default occurs.

- 3.6 If any Chargor, without the Security Trustee's prior written consent, resolves to take or takes any step to charge (whether by way of fixed or floating charge) or otherwise create any Security (other than Permitted Security) over any of its assets subject to the Floating Charge or to create a trust over any such assets subject to the Floating Charge or to dispose of any such assets except by way of sale or other disposition in the ordinary course of such Chargor's business or as otherwise expressly permitted by the Secured Documents, or if any person resolves to take or takes any step to levy any distress, execution, sequestration or other process against any such assets, then the floating charge created by Clause 3.1(n) shall be automatically crystallised (without the necessity of notice) into a fixed charge over such assets instantly on the occurrence of such event.
- 3.7 Following crystallisation of the Floating Charge pursuant to Clause 3.5 and/or Clause 3.6, each Chargor shall at any time thereafter execute and do all such assurances, acts and things as the Security Trustee may require for perfecting or protecting the fixed charge thereby created or for facilitating the realisation of the Floating Charge Properties including, without limitation, execute and deliver all mortgages, charges, transfers, conveyances, assignments and assurances of the Floating Charge Property whether to the Security Trustee or to its nominee(s) and give all notices, orders and directions which the Security Trustee may think expedient.
- 3.8 Upon payment of all the Secured Liabilities in accordance with the terms of this Deed and upon the payment of all costs charges and expenses incurred by the Security Trustee or any Receiver in relation to this Deed and subject to the Secured Parties not being under any actual or contingent obligation the observance or performance of which may give rise to a Secured Liability, the Security Trustee will at any time thereafter at the request and cost of the Chargors execute and do all such deeds, acts and things that may be necessary to surrender or release the charges hereby created and surrender or reconvey or reassign to the Chargors or their assigns the Charged Assets.
- 3.9 In the case of each relevant Chargor's leasehold lands, premises and property, unless and-until the relevant Chargor has obtained the consent (if required) of the relevant landlord, lessor or (as the case may be) other relevant party to the leases (hereinafter referred to as a "Consenting Party"), the fixed charge and (if applicable) legal mortgage granted pursuant to Clause 3.1 and the floating charge granted pursuant to Clause 3.1 shall not extend to any of the relevant Chargor's property and/or rights under any of the leases (each of which is hereinafter referred to as a "Restricted Asset") if and to the extent that the terms of the relevant lease prohibit (either absolutely or without the consent of the relevant Consenting Party) the creation of a legal mortgage, fixed charge or floating charge over or of (as the case may be) the relevant Restricted Asset or where the granting of the legal mortgage, fixed charge or floating charge over or of (as the case may be) the relevant Restricted Asset (either absolutely or without the consent of the relevant Consenting Party) would give rise to a default entitling the relevant Consenting Party to terminate the relevant lease.

However, the relevant Chargor shall use its reasonable endeavours to obtain as soon as possible the consent of the relevant Consenting Party (to the extent required) to the creation of a fixed charge, legal mortgage and/or a floating charge in favour of the

Security Trustee over such Restricted Asset and shall promptly, following receipt thereof, provide the Security Trustee with evidence of such consent.

On each such consent being obtained, the relevant Restricted Asset shall thereupon automatically become subject to the charges pursuant to Clause 3.1 and the relevant Chargor shall, if required by the Security Trustee, promptly enter into a supplemental legal mortgage in favour of the Security Trustee in respect of such Restricted Asset in such form and substance as the Security Trustee may reasonably require and shall provide the Security Trustee with such evidence as it may request as to the power and authority of the relevant Chargor to enter into such supplemental legal mortgage and that such supplemental legal mortgage constitutes valid and legally binding obligations of the relevant Chargor enforceable in accordance with its terms.

4. NOTICE OF ASSIGNMENT

4.1 Without prejudice to the other provisions of this Deed, each Chargor a party to an Assigned Contract:

- (a) shall promptly deliver to the Security Trustee signed notices of the charges and assignment in Clause 3.1(b) and Clause 3.2(c) substantially in the form set out in Part 1 of Schedule 6 (save for those governed by subclause 4.2 below);
- (b) authorises the Security Trustee to serve those notices on each of the other parties to each such Assigned Contract at any time on or after the Enforcement Date; and
- (c) shall use all reasonable endeavours to procure that each person to whom any such notice is given shall promptly duly sign and return the form of acknowledgement set out in Part 2 of Schedule 6.

4.2 The parties hereto agree that where a Contractual Party is also a party to this Deed, execution and delivery of this Deed by that party shall in respect of the relevant Assigned Contract comprise:

- (a) acknowledgement of receipt of a notice in respect of the charges and assignments created by Clause 3.1(b) and Clause 3.2(c) in the form set out in Part 1 of Schedule 6; and
- (b) acceptance by that Contractual Party of the terms of the acknowledgement set out in Part 2 of Schedule 6,

and no separate notice or acknowledgement shall be required in respect of the relevant Assigned Contract.

4.3 In respect of the BWG B.V. Account held by Til Finance B.V. with any Secured Party, execution by Til Finance B.V. of this Deed shall constitute notice from it to that Secured Party of the creation of the Security over the BWG B.V. Account.

4.4 Each relevant Chargor shall:

- (a) in the case of each of its Insurances subsisting at the date of this Deed, immediately upon execution of this Deed; and
- (b) in the case of each of its Insurances coming into existence after the date of this Deed, on those Insurances being put in place,

give notice of this Deed to each of the other parties to the relevant Insurances by sending a notice substantially in the form of Schedule 12 and use its reasonable endeavours to procure that each such other party delivers a letter of acknowledgement to the Security Trustee in the form of Schedule 13.

5. **ASSIGNED CONTRACTS**

- 5.1 Each Chargor hereby represents and warrants to the Security Trustee for the benefit of the Secured Parties that save for the rights and obligations expressly created by its Assigned Contracts there are no rights or obligations in existence as between the Contractual Parties and which may act to the detriment of the Security Trustee as assignee of the Charged Assets.
- 5.2 Each Chargor agrees and acknowledges that notwithstanding the provisions of this Deed:
- (a) it shall at all times remain liable to the Contractual Parties under its Assigned Contracts to perform and discharge all of its duties and obligations thereunder to the same extent as if this Deed had not been executed;
 - (b) the exercise by the Security Trustee of any of the rights assigned to it hereunder shall not release it from any of its duties or obligations to the Contractual Parties under its Assigned Contracts, except, to the extent that such exercise by the Security Trustee shall constitute performance of such duties and obligations;
 - (c) the Security Trustee shall not have any obligation or liability under the Assigned Contracts or otherwise by reason of, or arising out of, this Deed or be obliged to perform any obligations or duties under the Assigned Contracts or to make any payment or to present or file any claim or to take any other action to collect or enforce any claim for any payment assigned to the Security Trustee under this Deed;
 - (d) prior to the Enforcement Date each Chargor shall, subject to the provisions of the Facilities Agreement and this Deed, continue to be entitled to exercise its rights and powers under its Assigned Contracts, but at any time following the Enforcement Date the Security Trustee shall be entitled to notify the Contractual Parties that the Security Trustee's rights as assignee have become exercisable, and thereafter all such rights and powers shall be exercisable only by the Security Trustee or its nominee;
 - (e) the Security Trustee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment made under the Assigned Contracts or to make any claim or take any other action to collect any monies or to enforce any rights and benefits assigned under this Deed to the Security Trustee or to which the Security Trustee shall be entitled; and
 - (f) the Security Trustee shall not be responsible in any way whatsoever in the event that the exercise by any Chargor of any of its rights or powers under its Assigned Contracts may be adjudged improper or constitute a breach or repudiation of the Assigned Contracts by any Chargor.
- 5.3 Each Chargor hereby irrevocably covenants and undertakes that, during the continuance of this security, it:

- (a) shall procure the payment into the Realisation Accounts of all monies required to be so paid pursuant to and in the manner provided in the Facilities Agreement;
- (b) it shall notify the Security Trustee of the commencement of any negotiations for the execution of any further Assigned Contract other than those specified in Part 1 of Schedule 4. Upon execution of such further Assigned Contracts (where assignable), it shall promptly send a notice of assignment to the Contractual Party in accordance with Clause 4 hereof and use its reasonable endeavours to procure an acknowledgement in respect thereof;
- (c) will notify the Security Trustee immediately of any failure by it or by any Contractual Party to honour any material term of its Assigned Contracts and/or the receipt by it of any notice of termination from any Contractual Party and shall not without the prior written consent of the Security Trustee exercise any rights of termination of, or allow to occur the termination of any Assigned Contracts;
- (d) will not do, omit or suffer to be done or omitted anything whereby the Assigned Contracts or any of them may become void or voidable or the Security Trustee may be prevented from receiving payments to which it is entitled hereunder;
- (e) will forthwith at its own cost take all such action as shall be necessary for keeping the Assigned Contracts in place if by reason of anything done, omitted or knowingly suffered to be done or omitted by it the Assigned Contracts or any of them shall at any time become voidable;
- (f) following the occurrence of an Event of Default, will do or permit to be done each and every act or thing which the Security Trustee may from time to time require to be done for the purpose of enforcing or giving effect to the Security Trustee's rights under the Assigned Contracts.

6. GENERAL COVENANTS-

- 6.1 Each Chargor shall at all times promptly notify the Security Trustee in writing of its acquisition of any interest or right in or to any Intellectual Property.
- 6.2 No Chargor shall, without the prior written consent of the Security Trustee which shall not be unreasonably withheld or delayed, seek to compromise, compound, discharge, postpone, release, set-off, settle or subordinate any of its Receivables save for trade Receivables in the ordinary course of business or waive its rights of action in connection with them, or do or omit to do anything which may delay or prejudice their full recovery.
- 6.3 Each Chargor shall promptly inform the Security Trustee of any event as soon as it becomes aware of same, or of the receipt of any notice (including, without limitation, any notice issued under Section 1002 of the Taxes Consolidation Act, 1997) which may affect its title to any of its freehold or leasehold property or any fixtures thereon or the fulfilment by it of any of its covenants or obligations hereunder, or which may affect the security created by this Deed its ability to carry on its business.
- 6.4 Each Chargor shall give five business days' notice to the Security Trustee of its intention, and promptly notify the Security Trustee of any intention on the part of any person of which it becomes aware, to present a petition or analogous proceedings or

actions for the appointment of an examiner, liquidator or any similar officer to, or over the whole or any part of its assets or those of a Related Company.

- 6.5 Each Chargor hereby irrevocably covenants and undertakes with the Security Trustee for the benefit of the Secured Parties that, during the continuance of this security, it:-
- (a) save as permitted by the Facilities Agreement, shall not, except with the prior written consent of the Security Trustee, sell, transfer or otherwise dispose of the whole or any of its undertaking, property or assets;
 - (b) shall promptly collect and realise all book debts and other debts hereby charged and shall, if called upon to do so by the Security Trustee following the occurrence of an Event of Default, execute a legal assignment of the book debts to the Security Trustee in such form as the Security Trustee may require and give all notices, orders and directions and effect all such registrations as the Security Trustee as trustee for the Secured Parties may require;
 - (c) shall, following a Declared Default, pay to the Security Trustee to hold on trust for the Secured Parties, all dividends, interest and other monies paid in respect of or forming part of the Shares or the Derivative Assets (whether in the nature of capital or income) who shall (as it may think fit) apply the same in or towards the reduction or discharge of the Secured Liabilities or any of them;
 - (d) shall deposit with the Security Trustee and permit the Security Trustee to retain the following:-
 - (i) all deeds, instruments, agreements and documents of title relating to all freehold and leasehold property from time to time belonging to it, including without limitation, the Mortgaged Property (and the insurance policies relating thereto);
 - (ii) all stock and share certificates and documents of title relating to the Shares and the Securities and such documents of transfer in blank and other documents as the Security Trustee may from time to time require for perfecting the title of the Secured Parties to the Shares and the Securities (duly executed by or signed on behalf of the registered holder) or for vesting or enabling it to vest the same in itself or its nominee or in any purchaser; and
 - (iii) all such other documents relating to its Charged Assets as the Security Trustee may from time to time require.
- 6.6 Without prejudice to the generality of this Clause, each relevant Chargor hereby covenants with the Security Trustee that it will, at that Chargor's cost, if and when requested by the Security Trustee, execute a charge in the form of the Land Registry's Form 52 together with such modifications as the Security Trustee may require (the form of which is set out in Schedule 11 hereto) over all of the Mortgaged Property which is registered or in the course of being registered in the Land Registry and will provide all appropriate assistance to the Security Trustee so as to enable that Form 52 to be duly and promptly registered in the Land Registry as a burden affecting so much of the Mortgaged Property as is registered land.

7. INSURANCE COVENANTS

- 7.1 Each Chargor shall procure that its policies of insurance comply with the terms of the insurance covenants contained in Clause 25.22 (*Insurance*) of the Facilities Agreement.
- 7.2 Each Chargor shall comply with the requirements of Clause 10.2 (*Disposal, Insurance and Acquisition Proceeds and Excess Cashflow*) of the Facilities Agreement in relation to all monies received by, or due to, any Chargor in respect of any policy of insurance.

8. PROPERTY COVENANTS

8.1 Each Chargor shall at all times:

- (a) keep all buildings and all plant, machinery, fixtures, fittings and other effects charged under this Deed in good and substantial repair and in good working order and condition (except only for fair wear and tear) and will not, without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed), alter, pull down, remove or dispose of any of the same except in the ordinary course of repair, maintenance or improvement;
- (b) permit the Security Trustee to inspect, at reasonable times and on reasonable notice, any lands vested in such Chargor or in which it has an interest;
- (c) promptly provide to the Security Trustee such documents or information relating to such lands as the Security Trustee may from time to time reasonably require;
- (d) punctually pay or cause to be paid and keep the Security Trustee indemnified against, all rents, rates, taxes, levies, charges, duties, assessments, impositions and outgoings whatever (whether parliamentary, parochial, local or otherwise) assessed, charged or imposed upon or now or in the future payable in respect of all or any freehold or leasehold properties vested in such Chargor or in which it has an interest and, when required, produce to the Security Trustee proof of such payment;
- (e) ensure the due observance of all laws, statutes, statutory instruments, regulations and bye-laws for the time being in force and all notices, orders and requirements of any competent authority (statutory or otherwise) and all directives and codes of practice affecting any lands vested in such Chargor or in which it has an interest or affecting such Chargor's business or the Assets or relating to the protection of the environment or health and safety and carry out all works and give effect to all arrangements which any such authority may direct or recommend where failure to comply with this sub-paragraph (e) has or is reasonably likely to have a Material Adverse Effect;
- (f) complete with reasonable expedition any building operations commenced at any time by such Chargor on any of its properties to the reasonable satisfaction of the Security Trustee and any competent authority and in conformity with all requisite planning and bye-law consents (including the provisions of any agreement entered into by such Chargor with any such authority) all of which building operations shall have been previously approved by the Security Trustee (such approval not to be unreasonably withheld or delayed);

- (g) observe and perform the material terms of all agreements, assignments, contracts, conveyances, grants and other deeds and documents for the time being binding on such Chargor or affecting any of its properties or its use or enjoyment and such Chargor shall not take or omit to take any action of any kind whereby any interest or estate of such Chargor in any of its properties may be forfeited or otherwise adversely affected or surrender any lease granted to it of any of its properties save as permitted under the Facilities Agreement;
- (h) punctually pay the rents reserved by and observe and perform the other material covenants, agreements or obligations on the part of such Chargor to be observed and performed which are contained in any lease, agreement for lease, tenancy agreement or licence to occupy any of its properties and enforce the observance and performance by the landlord or licensor of its obligations under any such document;
- (i) supply to the Security Trustee (within seven days of receipt) copies of any notice, order or proposal received by such Chargor from any competent authority (statutory or otherwise) or from any landlord or tenant (whether under any statute or otherwise) affecting any of its properties in any material respect, and at the cost of the Chargor either punctually comply with such notice or order or (if so requested by the Security Trustee) make or join with the Security Trustee in making such objections or representations or taking such other steps as the Security Trustee (acting reasonably) may think fit and any compensation received by the Chargor as a result shall be charged to the Security Trustee and paid to it and applied in or towards the discharge of the Secured Sums;
- (j) promptly on receipt, cause a copy of each professional valuation report which such Chargor obtains in relation to any of its properties to be provided to the Security Trustee;
- (k) notify the Security Trustee, promptly on receipt, of any claim, notice or other communication received by the Chargor alleging non-compliance by it in relation to any matter referred to in this Clause 8.1.
- (l) notify the Security Trustee of any proposal or contract made by it for the acquisition by it of any freehold or leasehold property and, in the case of any such property the title to which (either before or after the acquisition thereof) is registered under the Registration of Title Acts, shall notify the Security Trustee of the folio number thereof and at any time, if called upon to do so by the Security Trustee, execute over all or any part of such property a charge, by way of legal mortgage, in favour of the Security Trustee in such form as the Security Trustee may require and, in the case of any leasehold property, use its best endeavours to obtain any requisite consent therefore from the lessor;
- (m) shall use its reasonable endeavours to procure that any lessee, licensee or tenant under any lease shall obtain all necessary sanctions licences or permits that may be required for the purpose of carrying on its business in the relevant property and that it shall at all times conform to and observe the provisions of such sanctions licences and permits and of all statutes bye-laws and regulations applicable to its business;

- (n) save in respect of any lease the subject to Clause 25.39(a) of the Facilities Agreement, shall enforce the due observance and performance of all material tenant's obligations under any lease, underlease, tenancy, agreement for lease, licence or agreement to which the whole or any part of any of its properties is or may become subject and shall not waive, release or vary or agree to waive, release or vary any of the material terms of any such lease, underlease, tenancy, agreement for lease, licence or agreement nor exercise any power as landlord to determine or extend the same without the prior consent in writing of the Security Trustee, nor grant any consents or licences as landlord under any such lease, underlease, tenancy, agreement for lease, licence or agreement;
- 8.2 No Chargor shall, in respect of any of its properties, without the prior written consent of the Security Trustee, at any time:
- (a) erect any building or make any structural alteration or carry out any development within the meaning of the Planning Acts in or upon any such lands or apply for any planning-permission as may be required under or by virtue of the Planning Acts for the development or change of use of any such lands, or (save in the ordinary course of repair, replacement or improvement) at any time sever, remove or dispose of any fixture on it;
 - (b) enter into onerous or restrictive obligations affecting any such lands or create or permit to arise any overriding interest or any easement or right whatever in or over it which might adversely affect its value or the value of the security over it.
- 8.3 If a Chargor defaults in the performance of any of the covenants contained in Clauses 6 (*General Covenants*), 7 (*Insurance Covenants*), 8 (*Property Covenants*) and 9 (*Intellectual Property Covenants*) hereof, the Security Trustee or any Receiver may (but shall not be obliged to) do whatever may be necessary to rectify such default and all sums expended by the Security Trustee or any Receiver under this provision shall be recoverable from such Chargor under Clause 32 (*Costs and Interests on Overdue Amounts*). Such Chargor shall also permit the Security Trustee for such purpose to enter upon all or any of its property to effect such repairs as the Security Trustee may consider necessary without becoming liable as a mortgagee in possession.
- 8.4 Each Chargor shall indemnify the Security Trustee and its employees and agents fully at all times against any claim, liability, loss or expense incurred by them directly or indirectly as a result of any actual or alleged failure by such Chargor to comply with any covenant contained in Clauses 6 (*General Covenants*), 7 (*Insurance Covenants*), 8 (*Property Covenants*) and 9 (*Intellectual Property Covenants*) hereof or to comply with any law, regulation, directive or code of practice applicable to such Chargor or to its business or the Assets or relating to the protection of the environment or health and safety.

9. INTELLECTUAL PROPERTY COVENANTS

- 9.1 Each Chargor shall, during the continuance of this security, unless the Security Trustee otherwise agrees in writing:
- (a) take all necessary action to protect and maintain its Material Intellectual Property including the Trade Marks and franchises (wherever situate) and contracts and promptly notify the Security Trustee of any infringement or alleged infringement or any challenge to the validity of any such Intellectual Property of which such Chargor has notice and supply the Security Trustee

with all information in its possession relating thereto as the Security Trustee may request;

- (b) duly register (and pay all fees and costs in connection therewith) in such register(s) or with such authorities as may be available for the purpose (in Ireland or elsewhere) and in such name(s) as may be required by the law and practice of the place of registration such of the following as may be capable of registration, whether in Ireland or elsewhere:-
 - (i) this Deed;
 - (ii) all licences, registered user agreements or other interests granted to or acquired by such Chargor relating to the Intellectual Property; and
 - (iii) all future assignments and/or mortgages made hereunder;
- (c) pay all application, registration, renewal and other payments necessary for effecting, protecting, maintaining or renewing registrations required to be made under Clause 9.1(b) at least one-calendar month before the latest time provided for payment thereof and do all other acts and things necessary for maintaining all Intellectual Property in full force and effect and send or deliver to the Security Trustee the receipt for every such payment immediately after the same shall have been made. If default shall be made by such Chargor in making such payments or doing such acts or things, the Security Trustee may make such payments or cause such acts or things to be done. All moneys expended by the Security Trustee under this provision shall be recoverable by the Security Trustee under Clause 32;
- (d) use reasonable endeavours to procure that any agents acting for it shall agree in writing to notify the Security Trustee of any renewal or other fees due in respect of any of its Material Intellectual Property and of any such acts or things necessary for protecting and maintaining any of its Material Intellectual Property before such payment is due or such act or thing must be done;
- (e) maintain an up-to-date record of all Material Intellectual Property owned by such Chargor and provide a copy to the Security Trustee on written request;
- (f) at the request of the Security Trustee, provide the Security Trustee with a written summary of all of its Material Intellectual Property comprised in Clause 3.1(g) acquired by such Chargor (whether in Ireland or elsewhere) since the creation of this Deed or the date of the last notification, as the case may be;
- (g) not sell, assign, transfer, license, sub-licence or agree to license any Material Intellectual Property or any interest therein or permit any third party to use or exploit such Material Intellectual Property save as expressly permitted in the Facilities Agreement;
- (h) not alter any specification for which any Trade Mark has been registered or give its consent to registration by a third party of any trade mark the same or confusingly similar to any Trade Mark;
- (i) diligently commence and prosecute all proceedings as may be necessary to prevent infringement or, as applicable, continued infringement of all of its Material Intellectual Property belonging to such Chargor; and

- (j) not without the Security Trustee's prior written consent use the Security Trustee's name in or join the Security Trustee into any proceedings relating to infringement of any Material Intellectual Property.

9.2 Each Chargor hereby appoints the Security Trustee as its authorised agent to make any filings, registrations or renewals at the Irish Trade Marks Registry or otherwise as shall be necessary to give effect to Clause 9.1 and hereby irrevocably authorises the Security Trustee, if any Chargor shall during the continuance of this Deed make default in carrying out any of its obligations under Clause 9.1, to effect such registrations, renewals, payments and notifications or carry out such acts or things at the expense of the relevant Chargor as shall be necessary to protect the Security Trustee's interest hereunder or to protect or maintain the Intellectual Property in question or any of them.

10. LEASES, POSSESSION OF PROPERTY AND CONSOLIDATION OF MORTGAGES

10.1 Except as otherwise permitted in the Secured Documents, no Chargor shall, without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed), exercise any power of leasing, or accepting surrenders of leases of or suffering to be created any tenancy of any description over, any of its properties, nor (save where obliged to do so by law) extend, renew or vary any lease or tenancy agreement or give any licence to assign or underlet.

10.2 Except as otherwise permitted in the Secured Documents, no Chargor shall part with possession (except on the determination of any lease, tenancy or licence granted to such Chargor) of any of its properties or share the occupation of it with any other person, or agree to do so, without the prior written consent of the Security Trustee (such consent not to be unreasonably withheld or delayed).

11. SHARE VOTING RIGHTS

11.1 Unless and until this Deed becomes enforceable or the Security Trustee otherwise directs in any case (while an Event of Default is continuing):

- (a) all voting and other rights attaching to Shares shall continue to be exercised by the relevant Chargor for so long as it remains the registered owner and such Chargor shall not permit any person other than itself, the Security Trustee or the Security Trustee's nominee to be registered as holder of any Shares or any part thereof; and
- (b) if Shares are registered in the name of the Security Trustee's nominee, all voting and other rights attaching to them shall be exercised by the nominee in accordance with instructions in writing from time to time received from the relevant Chargor and, in the absence of any such instructions, the nominee shall refrain from exercising any such rights.

11.2 Each Chargor undertakes not to exercise any voting or other rights in a way which may be reasonably likely to prejudice the value of the Shares or otherwise jeopardise the security constituted by this Deed.

11.3 The Security Trustee and its nominees may at its discretion (in the name of the relevant Chargor or otherwise whether before or after any demand for payment hereunder and, subject as provided below, without any consent or authority on the part of the relevant Chargor) exercise or cause to be exercised in respect of any stocks, shares or other securities which form part of the Shares or the Derivative Assets of any Chargor the following rights and powers, namely:-

- (a) (subject as provided below) any voting rights;
- (b) all those powers given to trustees by the Trustee Act 1893 in respect of securities or property subject to a trust; and
- (c) the powers and rights conferred on or exercisable by the bearer or holder thereof,

provided always that the Security Trustee shall not, prior to the Enforcement Date have or exercise such voting rights.

12. SHARE WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

12.1 Each Chargor hereby represents and warrants to the Security Trustee, and undertakes that:-

- (a) all of the Shares held by the Chargor at the date hereof are set out in Schedule 3 and all of the details set out in Schedule 3 are true and accurate;
- (b) it is the registered holder of the Shares and it is the legal and/or the beneficial owner of and has full right and title to, and has hereby charged, the Shares and the Shares are free from any Security Interest other than Permitted Security;
- (c) it is not prohibited or restricted from creating security over the Shares;
- (d) it has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, and will not at any time during the subsistence of the security hereby constituted sell or agree to sell or purport to sell or otherwise dispose of, or agree to dispose of, or purport to dispose of, the benefit of all or any of its rights, titles and interests in and to the Shares or any part thereof;
- (e) it has and will at all material times have the necessary power to enable it to enter into and perform the obligations expressed to be assumed by it under this Deed;
- (f) its Shares are fully paid up and are not subject to any Security Interest, option or pre-emption rights.

13. DERIVATIVE ASSETS

13.1 Until the security hereby constituted shall have been discharged:

- (a) upon the accrual, offer or issue to it of any Derivative Assets, (other than, prior to the occurrence of an Event of Default which is subsisting, the payment of any dividend or other income deriving from or incidental to the ownership of the Shares) each Chargor shall deliver or pay to the Security Trustee, (or procure the delivery or payment to the Security Trustee of) all such Derivative Assets or the certificates and other documents of title to or representing the same together with:-
 - (i) (if any such certificate or other document is not in the name or the sole name of the relevant Chargor) a declaration of trust in respect of the Derivative Assets in question in favour of the relevant Chargor (and containing a power of attorney in favour of the relevant Chargor and the Security Trustee severally to complete any partially completed transfer or assignment such as is referred to below)

executed by each person other than the relevant Chargor in whose name such certificate or other document is; and

- (ii) an instrument of transfer or an assignment of the relevant Derivative Assets in blank in favour of the Security Trustee or its nominee or any purchaser absolutely and executed by each person in whose name such certificate or other document of title is registered;

- (b) each Chargor shall ensure, that all of its Shares and the Derivative Assets are and at all times remain free from any restriction which is likely adversely to affect the exercise by the Security Trustee of its rights and entitlements hereunder and, to the extent possible, each Chargor shall if requested procure that the directors of the company in which its Shares are held shall not refuse to register a duly stamped transfer of any share transfer presented to its board of directors for registration pursuant to the power of sale hereunder; and
- (c) each Chargor shall pay all calls or other payments due in respect of any part of its Shares or the Derivative Assets, and in any case of default by any Chargor in this respect the Security Trustee may if it thinks fit make any such payments on behalf of the relevant Chargor in which event any sums so paid shall be reimbursed on demand by the relevant Chargor to the Security Trustee and shall until reimbursed bear interest accruing from the date of demand on the monies so demanded and on the amount of other liabilities at the Default Rate (as well after as before any judgement);

13.2 Each Chargor hereby agrees to execute a dividend mandate in the form set out in Schedule 9 and a letter of authority in the form set out in Schedule 10.

14. ENFORCEMENT OF SECURITY

14.1 At any time on or after the Enforcement Date the Security Trustee may forthwith without any further demand or notice to the Chargors exercise the power of sale and other powers conferred on mortgagees by the Act which shall apply to this Deed in each case as varied or amended by this Deed. Section 99 of the Act shall not apply to this Deed and neither the Security Trustee nor any Receiver shall be obliged to take any steps to sell or lease the Charged Assets or any part thereof after going into possession of same and the Security Trustee and any Receiver shall have absolute discretion as to the time of exercise of the power of sale and the power of leasing and all other powers conferred on them by the Act or otherwise.

14.2 (a) The power of sale and any other power conferred on a mortgagee by law as varied or extended by this Deed will be immediately exercisable at any time after the Enforcement Date. Any restriction imposed by law (including under the Act) on the power of sale does not apply to this Deed.

(b) For the purposes of all powers implied by law, the Secured Liabilities are deemed to have become due and payable on the date of this Deed but such power shall not be exercised by the Security Trustee until after the Enforcement Date.

(c) Immediately upon the Enforcement Date the power of sale and all other powers conferred on mortgagees by law (including by the Act) shall be exercisable immediately without any requirement:

- (i) for the occurrence of any of the events specified in Section 100(1) of the Act; or

- (ii) to give any notice to any Chargor specified in Section 100(1) of the Act; or
- (iii) to obtain the consent of any Chargor or a court order authorising the exercise of the power of sale under Sections 100(2) or 100(3) of the Act; or
- (iv) to give any notice to any Chargor under Section 103(2) of the Act.

Section 94 and 101 of the Act shall not apply to this Deed.

- (d) Any restriction imposed by law on the right of a mortgagee to consolidate mortgages does not apply to this Security.

14.3 At any time after the Enforcement Date and without any requirement to obtain the consent of any Chargor or an order for possession under Sections 97 or 98 of the Act, the Security Trustee may without further notice or demand enter into possession of the Charged Assets or any part thereof. The Security Trustee shall not be obliged to obtain the consent of any Chargor or an order for possession under Sections 97 or 98 of the Act in order to enter into possession of the Charged Assets or any part thereof. The rights of the Security Trustee under this clause are without prejudice to and in addition to any right of possession (express or implied) to which it is at any time otherwise entitled (whether by virtue of this Deed, operation of law, contract or otherwise). For the avoidance of doubt, Sections 97 and 98 of the Act shall not apply to this Deed.

14.4 The statutory powers of leasing conferred on the Security Trustee and any Receiver are extended so as to authorise the Security Trustee and any Receiver to lease, make arrangements for leases, accept surrenders of leases and make agreements to accept surrenders of leases as it or he may think fit and without any requirement to comply with any restrictions imposed by law (including any provision of Section 112 to 114 of the Act). Without prejudice to the generality of the foregoing the Security Trustee and any Receiver may exercise the statutory power to accept surrenders of leases conferred by the Act for any purpose that it or he thinks fit and not merely for the purpose of granting new leases under Section 112 of the Act and any new lease granted by the Security Trustee or any Receiver following the acceptance of a surrender need not comply with the requirements of Section 114(3) of the Act.

15. APPOINTMENT OF RECEIVER

15.1 The Security Trustee may, at any time after the power of sale may become exercisable under Clause 14.1 (whether or not the Security Trustee has entered into or taken possession of the Charged Assets or if the Security Trustee is requested by a resolution of the board of directors of any Chargor) appoint, by writing under the hand of any manager of the Security Trustee, any person or persons (including an official of the Security Trustee) to be a Receiver of the Charged Assets or any part or parts thereof (and, in the case of the latter, the powers herein conferred on a Receiver shall have the effect as though every reference to the Charged Assets were a reference to the relevant part or parts of such assets) upon such terms as to remuneration (and the restrictions in Section 108(7) of the Act shall not apply) and otherwise as the Security Trustee may, from time to time, think fit and may similarly remove any Receiver and appoint another in his stead, and any Receiver so appointed shall be the agent of the Chargors for all purposes, and the Chargors shall be solely responsible for his contracts, engagements, acts, defaults, omissions and losses and for liabilities incurred by him, for his misconduct and for his remuneration, and any such Receiver

shall have the power, either in his own name or in the name of the Chargors (in the case of joint Receivers such powers being exercised jointly or severally):-

- (a) to enter upon, take possession of, collect and get in, the Charged Assets or any part thereof;
- (b) to carry on, manage or concur in carrying on or managing the business or any part thereof of any Chargor as he may think fit including (without limitation) power to perform, repudiate, rescind or vary any other contract or agreement to which any Chargor is a party;
- (c) for the purpose of exercising any of the powers, authorities and discretions conferred on him by or pursuant to this Deed and/or defraying any costs, charges, losses or expenses (including his remuneration) which shall be incurred by him in the exercise thereof or for any other purpose, to make advances or to raise or borrow money either unsecured or secured on the Charged Assets or any part thereof in priority to, *pari passu* with, or subsequent to, the security hereby constituted or otherwise and at such rate or rates of interest and generally on such terms and conditions as the Receiver may think fit;
- (d) to sell or exchange, or concur in selling, or exchanging, the Charged Assets or any part thereof and to grant, or concur in granting or enter into any leases, tenancies, licences, options and rights of user for any term, and to grant, or concur in granting, renewals and surrenders or accept, or concur in accepting, surrenders of any leases or tenancies at or for such considerations, rents and premiums and upon such terms and conditions (including provisions for the review of rent and the granting of long leases at a premium with or without a rent reserved) as the Receiver shall, in his absolute discretion, think fit and, without limitation, he may do any of the aforementioned things for a consideration consisting of cash, debentures or other obligations, shares, stock or other valuable consideration, and any such consideration may be payable in a lump sum or by instalments spread over such period as he may think fit, and to carry into effect and complete any such transaction by executing any deeds or documents as may be necessary or appropriate in the name of, or on behalf of any Chargor. Sales of property may be by public auction, tender or private treaty with or without advertisement and in such lot or lots as the Receiver may, in his absolute discretion, think fit. Fixtures and/or plant and machinery may be severed and sold separately from the property containing them without the consent of any Chargor;
- (e) to promote the formation of one or more subsidiary Chargors of any Chargor with a view to such subsidiary company(ies) purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of any Chargor;
- (f) to make allowances to and re-arrangements with any lessees, tenants or other persons from whom any rents or profits may be receivable (including the granting of any licences and reviewing rent in accordance with the terms of, and varying the provisions of, any leases affecting the Charged Assets);
- (g) to make and effect all such repairs, structural and other alterations, improvements, additions and developments in or to the Charged Assets or any part thereof as he may consider fit, and to purchase or otherwise acquire any materials, articles or things and do anything else in connection with the said assets which the Receiver may think desirable for the purpose of making productive or increasing the letting or market value of the said assets or

protecting the security constituted by this Deed and to develop or improve any property and in particular if any property is in the course of development or improvement to carry out and complete any such development or improvement and for that purpose a Receiver may (but shall not be bound to) adopt and enforce or repudiate, rescind or vary any contract already made by any Chargor in connection therewith and may acquire any right, easement or privilege for the benefit of any of the properties and apply for planning permissions and any other necessary statutory or other consents (or appeal against refusal thereof) in any case aforesaid as may seem to him to be necessary or desirable on such terms as he shall consider fit;

- (h) to arrange for or provide all the services (including, without limitation, the lighting, heating and cleaning) which may be deemed proper for the efficient use or management of the Charged Assets;
- (i) to reconstruct, alter, improve, decorate, furnish, complete and maintain the whole or any part of the buildings hereby charged;
- (j) to effect such insurances as he shall, in his absolute discretion, think fit;
- (k) to redeem any prior encumbrance and to settle and prove the accounts of the encumbrancer, and accounts so settled and proved shall be conclusive and binding on the Chargors and the money so paid shall be a receivership expense;
- (l) to exercise, or permit any Chargor or any nominees of any Chargor to exercise, any powers or rights incidental to the ownership of the Charged Assets or any part thereof in such manner as he may think fit and in particular (as regards shares, stock and the Securities) any voting rights conferred by the same and (as regards the Securities) any rights of enforcing the same by foreclosure, sale or otherwise, and to call up all or any portion of the uncalled capital of any Chargor;
- (m) to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is, or claims to be, a creditor of any Chargor or which relate in any way to the Charged Assets or any part thereof;
- (n) to bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Charged Assets or any part thereof as may seem to him to be expedient;
- (o) to appoint, hire and employ and to remunerate agents, servants, attendants, workmen and others on such terms and generally in such manner as he shall think fit, either in connection with any exercise by him of any of the foregoing powers or otherwise for any purpose connected with the Charged Assets or any part thereof and to discharge any person so appointed, hired or employed;
- (p) to exercise all rights, powers and discretions under the Assigned Contracts including, without limitation, the right to assign or otherwise dispose of the Chargors' interests therein and/or to procure all appropriate consents and/or leases from any Contractual Parties;
- (q) to take recover collect and get in all or any part of the book debts and other debts hereby charged and for that purpose to give such notice to any

Chargor's debtors as may be required or to sue take any proceedings in the name of any Chargor or otherwise as may seem expedient and to sell assign or otherwise deal with all or any part of the book debts and other debts hereby charged in such manner and generally on such terms and conditions (and whether for a lump sum or for a consideration payable in instalments and whether for cash or for a consideration other than cash) as may seem to him to be expedient; and

- (r) to do all such other acts and things as he may consider necessary or desirable for the realisation of any of the Charged Assets or any part thereof or incidental or conducive to any of the matters, powers or authorities conferred on a Receiver under or by virtue of these presents, and to exercise and do, in relation to the Charged Assets or any part thereof, all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same.

- 15.2 Any appointment under Clause 15.1 above may be made regardless of whether any of the events specified in paragraph (a) to (c) of Section 108(1) of the Act have occurred, and whether or not the Security Trustee has entered into or takes possession of any of the Charged Assets or any part thereof.

16. APPROPRIATION

- 16.1 All monies received by the Security Trustee in the exercise of its powers under this Deed or by any Receiver shall be applied in accordance with Clause 15.1 (*Application of Proceeds*) of the Intercreditor Deed.
- 16.2 Section 107 and Section 109 of the Act shall not apply to the application of any monies received or realised under the powers conferred by this Deed.

17. RESPONSIBILITY FOR RECEIVER

- 17.1 Neither the Security Trustee nor the Secured Parties shall incur any liability in respect of any contracts, engagements, acts, omissions, defaults or losses of the Receiver or for liabilities incurred by him or for any misconduct by him or for his remuneration (either to the Chargors or to any other person whatsoever) by reason of its making his appointment as such Receiver or of its having made or given any regulation or direction to such Receiver or for any other reason whatsoever.
- 17.2 The Security Trustee may, from time to time, fix the remuneration of any Receiver and any maximum rate imposed by any law (including under Section 108(7) of the Act) will not apply and direct payment of such remuneration out of monies accruing to him in the exercise of his powers as such Receiver but the Chargors alone shall be liable for the payment of such remuneration.

18. ADDITIONAL POWERS OF THE SECURITY TRUSTEE

- 18.1 All or any of the powers, authorities and discretions which are conferred by this Deed, either expressly or impliedly, upon a Receiver of the Charged Assets, may be exercised by the Security Trustee or the Secured Parties in relation to the whole of such assets or any part thereof without first appointing a Receiver of such assets or any part thereof or notwithstanding the appointment of a Receiver of such assets or any part thereof.
- 18.2 The powers conferred by this Deed in relation to the Charged Assets or any part thereof on the Security Trustee or on any Receiver of such assets or any part thereof

shall be in addition to, and not in substitution for, the powers conferred on mortgagees or Receivers by any law (including under the Act).

- 18.3 The Security Trustee, the Secured Parties and each Receiver are entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and Receivers save as varied and modified by this Deed and where there is any ambiguity or conflict between the powers contained in the Act and those conferred by this Deed as aforesaid then the terms of this Deed shall prevail.

19. DELEGATION OF POWERS OF THE SECURITY TRUSTEE

The Security Trustee may, at any time and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any officer of the Security Trustee) to any person or persons or company or fluctuating body of persons all or any of the powers, authorities and discretions which are, for the time being, exercisable by the Security Trustee under this Deed or under the Act in relation to the Charged Assets or any part thereof, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as the Security Trustee may think fit, and the Security Trustee shall not be in any way liable or responsible to any Chargor for any loss or damage arising from any act, default, omission, or misconduct on the part of any such delegate (or sub-delegate).

20. LIABILITY OF THE SECURITY TRUSTEE IN POSSESSION

- 20.1 If the Security Trustee or any Receiver appointed by the Security Trustee or any such delegate (or sub-delegate) as aforesaid shall enter into possession of the Charged Assets or any part thereof, the Security Trustee may, from time to time at pleasure, go out of such possession.
- 20.2 The Security Trustee shall not, in any circumstances either by reason of any entry by it into, or taking by it of possession of, the Charged Assets or any part thereof or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever, be liable to any Chargor for anything except the Security Trustee's own actual receipts or be liable to any Chargor for any loss or damage arising from any realisation by the Security Trustee of the Charged Assets or any part thereof or from any act, default or omission of the Security Trustee in relation to the Charged Assets or any part thereof or from any exercise or non-exercise by the Security Trustee of any power, authority or discretion conferred upon it in relation to the Charged Assets or any part thereof by or pursuant to this Deed or by the Act.
- 20.3 All the provisions of Clause 20.2 shall apply in respect of the liability of any Receiver of the Charged Assets or any part thereof and in respect of the liability of any such delegate (or sub-delegate) as aforesaid in all respects as though every reference in Clause 20.2 to the Security Trustee were instead a reference to such Receiver or (as the case may be) to such delegate (or sub-delegate).
- 20.4 Each Chargor shall indemnify the Security Trustee and every Receiver against all actions, claims, demands, losses, expenses or liabilities of whatever nature now or hereafter incurred by any of them or by any officer, agent or employee for whose liability act or omission they or any of them may be answerable for anything done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by any Chargor of any of its covenants or other obligations to the Security Trustee or to a Contractual Party pursuant to an Assigned Contract.

21. ATTORNEY

21.1 Each Chargor hereby, by way of security, irrevocably appoints (such appointment to become effective on the occurrence of an Event of Default which is subsisting) the Security Trustee and separately every Receiver of the Charged Assets or any part thereof appointed hereunder and every such delegate (or sub-delegate) as aforesaid to be its attorney and on its behalf and in its name, or otherwise to execute and do all such assurances, acts and things which it ought to do under the covenants and provisions contained in this Deed and generally, on its behalf and in its name, to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by the Act as varied or modified by this Deed, on the Security Trustee or any such Receiver, delegate or sub-delegate and (without limitation) to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may deem proper in or for the purpose of exercising any of such powers, authorities and discretions.

21.2 Each Chargor hereby ratifies and confirms and agrees to ratify and confirm whatever any such attorney as is mentioned in Clause 21.1 shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions and to do all deeds, instruments, mortgages and things as may be, or as the Security Trustee or any Receiver may consider to be, requisite for enabling the Security Trustee to exercise its power of sale or other disposal referred to in Clause 14 above or for carrying any such sale or other disposal made under such power into effect by executing instruments of transfer (or completing partially completed instruments executed by any Chargor), or exercising (but subject as therein provided with respect to voting) any of the rights and powers referred to in Clause 11.3 above, including without limitation the appointment of any person as a proxy of any Chargor.

22. PROTECTION FOR THIRD PARTY PURCHASERS

No person dealing with the Security Trustee or with any Receiver or with any such delegate or sub-delegate as aforesaid shall be concerned to enquire whether any event has happened upon which any of the powers, authorities and discretions conferred by or pursuant to this Deed in relation to the Charged Assets or any part thereof are or may be exercisable by the Security Trustee or by any Receiver, delegate or sub-delegate or otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such powers, and all the protection to purchasers contained in Sections 105, 106 and 108(5) of the Act shall apply to any person purchasing from, or dealing with, the Security Trustee or any Receiver, delegate or sub-delegate in like manner as if the statutory powers of sale and of appointing a Receiver in relation to the Charged Assets had not been varied or extended by these presents.

23. FURTHER PROTECTION

In addition to all other protection afforded by law, any person dealing with the Security Trustee or any Receiver or any delegate (or sub-delegate) as aforesaid shall be entitled and bound to assume without enquiry that some monies are owing on the security hereof and have become payable.

24. ADDITIONAL AND CONTINUING SECURITY

24.1 This security shall be in addition to and shall not prejudice, or be prejudiced by, any other security, right, remedy or lien which the Security Trustee or any Secured Party may now, or at any time hereafter, have or hold for all or any of the Secured Liabilities.

- 24.2 This security shall be a continuing security to the Security Trustee for all debts and liabilities owing by, and obligations from time to time of, the Chargors to the Secured Parties and shall not be considered as satisfied or discharged by any intermediate payment or satisfaction of the whole or any part of the debts or liabilities or obligations hereby secured.

25. NEW ACCOUNT AND SET OFF

- 25.1 If the Security Trustee or any Secured Party receives notice (whether actual or otherwise) of any subsequent charge or other interest affecting the Charged Assets or any part thereof to which it has not consented, the Security Trustee and/or Secured Parties may forthwith open a new account or accounts for any Chargor, and if the Security Trustee or the Secured Parties do not open a new account they shall nevertheless be treated as if they had done so at the time of receipt (or deemed receipt) of such notice, and as from that time all monies paid by any Chargor shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due to the Security Trustee by any Chargor at the time of receipt (or deemed receipt) of such notice, and furthermore the Security Trustee and/or the Secured Parties may forthwith discontinue any guarantee or any other facility given or granted on the account of any Chargor.

- 25.2 The Secured Parties shall have, in addition to any general lien or similar right (if any) to which it may be entitled by law, the right at any time or times when there are matured obligations due from a Chargor to a Secured Party under the Secured Documents and without notice to any Chargor to combine or consolidate all or any of the then existing accounts (including accounts in the name of the Secured Parties) of any Chargor with any Secured Party and/or set off or transfer any sum or sums standing to the credit of any one or more of such accounts (whether subject to notice or restriction on availability or not and whether denominated in Euro or in a foreign currency) in or towards satisfaction of any of the liabilities of any Chargor to the Secured Parties on any other account or in any other respect whether such liabilities be actual, contingent, primary, collateral, several or joint. In the case of all accounts (whether denominated in Euro or in a foreign currency) the Secured Parties may elect to convert all or any of such accounts (in whole or in part) into the currency or currencies of the whole or any part of the liability of any Chargor and the rate of exchange shall be the relevant Secured Party's spot rate for the currency in question prevailing at or about 11.00am on the date the relevant Secured Party exercises its rights hereunder.

26. REINSTATEMENT AND VARIATION

- 26.1 If any payment by any Chargor or any discharge given by a Secured Party (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:
- (a) the liability of the Chargors and the security hereby created shall continue as if the payment, discharge, avoidance or reduction had not occurred; and
 - (b) each Secured Party shall be entitled to recover the value or amount of that security or payment from the Chargors, as if the payment, discharge, avoidance or reduction has not occurred.
- 26.2 Neither the obligations of the Chargors under this Deed nor the security hereby created will be affected by an act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of their obligations under any Secured

Document or security hereby created (without limitation and whether or not known to it or any Secured Party) including:

- (a) any time, waiver or consent granted to, or composition with, any guarantor or other person;
- (b) the release of any guarantor or any other person under the terms of any composition or arrangement with any creditor of any Chargor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce any rights against, or security over assets of, any guarantor or 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;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any guarantor or any other person;
- (e) any amendment (however fundamental) or replacement of a Secured Document or any other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Secured Document or any other document or security; or
- (g) any insolvency or similar proceedings.

26.3 Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from any Chargor under this Deed. This waiver applies irrespective of any law or any provisions of a Secured Document to the contrary.

26.4 If the Security Trustee considers that any amount paid or credited to any Secured Party under any Secured Document is capable of being avoided or otherwise set aside on the winding-up of any Chargor or any other person, or otherwise, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have been irrevocably paid.

27. **BENEFIT OF DEED**

This Deed shall remain enforceable, valid and binding for all purposes notwithstanding any change in the name of the Security Trustee or any Secured Party or its absorption of, or by, or amalgamation or consolidation with, any other company or any change in the constitution of the Security Trustee or Secured Parties, their successors or assigns or the company by which the business of any Secured Party may from time to time be carried on and shall be available to such successors, assigns or company carrying on that business for the time being.

28. **NOTICES**

Each communication to be made hereunder shall be made in writing but, unless otherwise stated, may be made by facsimile or letter.

29. FOREIGN CURRENCY

- 29.1 All monies received or held by the Security Trustee or by a Receiver under this Deed may from time to time be converted into such other currency as the Security Trustee or the Receiver considers necessary or desirable to cover the obligations and liabilities of the Chargors in that currency at the then prevailing spot rate of exchange of the Security Trustee (as conclusively determined by the Security Trustee) for purchasing the currency to be acquired with the existing currency.
- 29.2 If and to the extent that any Chargor fails to pay the amount due on demand the Security Trustee may in its absolute discretion without notice to any Chargor purchase at any time thereafter so much of a currency as the Security Trustee considers necessary or desirable to cover the obligations and liabilities of the relevant Chargor in such currency at the then prevailing spot rate of exchange of the Security Trustee (as conclusively determined by the Security Trustee) and each Chargor hereby agrees to indemnify the Security Trustee against the full price (including all costs, charges and expenses) paid by the Security Trustee.
- 29.3 The Chargors shall be obliged to pay to the Security Trustee the full amount of the Secured Liabilities in the currencies in which they are denominated. No payment to the Security Trustee (whether under any judgement or court order or otherwise) shall discharge the obligation or liability of any Chargor in respect of which it was made unless and until the Security Trustee shall have received payment in full in the currency in which such obligation or liability was incurred and to the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Security Trustee shall have further separate cause of action against the Chargors and shall be entitled to enforce the security hereby created to recover the amount of the shortfall. Interest shall accrue on the amount of the shortfall at the Default Rate until the same has been discharged in full.

30. ADMISSION OF NEW CHARGOR

The Security Trustee may at any time require any Subsidiary of any Chargor to execute a Deed of Admission in the form set out in Schedule 5 and that Subsidiary shall, on request, execute a deed in that form and shall thenceforth be included as a "Chargor" for all the purposes of this Deed.

31. MERGER

- 31.1 Nothing contained in this Deed shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, mortgage or other security or any contractual or other right which the Security Trustee or any of the Secured Parties may at any time have for the Secured Liabilities or any right or remedy of the Security Trustee thereunder and any receipt, release or discharge of the security created pursuant to, or of any liability arising under, this Deed shall not release or discharge the Chargors from any liability to the Security Trustee for the same or any other indebtedness which may exist independently of this Deed.
- 31.2 Where the security hereby given initially takes effect as a collateral or further security then notwithstanding any receipt, release or discharge endorsed on or given in respect of or under the principal security to which this Deed operates as a collateral or further security the security hereby provided shall in respect of any money or liabilities or other sums which were originally intended to be secured be an independent security for any such money or liabilities or other sums.

- 31.3 The Security Trustee may in its absolute discretion at all times pending the payment to the Security Trustee of the whole of the Secured Liabilities place and keep to the credit of a separate or suspense account any money received by the Security Trustee by virtue of and pursuant to the security created hereunder for so long and in such manner as the Security Trustee may determine without any obligation to apply the same or any part thereof in or towards the discharge of the Secured Liabilities.
- 31.4 The Security Trustee may apply allocate or appropriate the whole or any part of any payment made by any Chargor hereunder and any moneys received by the Security Trustee from any Receiver or Receivers appointed by the Security Trustee hereunder or the proceeds of realisation of any part of the Charged Assets to such part or parts of Secured Liabilities as the Security Trustee may in its sole discretion think fit to the entire exclusion of any right of any Chargor to do so.

32. COSTS AND INTEREST ON OVERDUE AMOUNTS

- 32.1 Each Chargor shall reimburse each Secured Party promptly within 3 business days of demand (on a full indemnity basis) for all costs and expenses in any relevant jurisdiction (including legal, valuation, accountancy and consulting fees and commission and out-of-pocket expenses) and any VAT or similar Tax thereon incurred by such Secured Party in connection with this Deed. Each of the Chargors shall reimburse promptly within 3 business days of demand (on a full indemnity basis) the Security Trustee against all and any costs, charges and expenses arising (a) out of any of the Charged Assets infringing or allegedly infringing any third party rights and (b) in relation to any proceedings referable to such Chargor brought against the Security Trustee or to which the Security Trustee may be joined whether as claimant or defendant which relate to any of such Charged Assets.
- 32.2 Each Chargor shall pay to each Secured Party on a full indemnity basis the amount of all costs and expenses (including legal, valuation, accountancy and consulting fees and commission and out-of-pocket expenses) and any VAT thereon incurred by such Secured Party in connection with the enforcement of, or the preservation of its rights under this Deed in any jurisdiction and any proceedings instituted by or against any Secured Party as a consequence of taking or holding the Security or enforcing those rights,
- 32.3 Without prejudice to the generality of Clauses 32.1 and 32.2, the costs recoverable by the Security Trustee, the Secured Parties and/or any Receiver under this Deed shall include (a) all costs incurred by the Security Trustee and the Secured Parties in preparing and administering this Deed or perfecting the security created by it, (b) all costs (whether or not allowable on a taxation by the Court) of all proceedings for the enforcement of this Deed or for the recovery or attempted recovery of the Secured Liabilities, (c) all money expended and all costs arising out of the exercise of any power, right or discretion conferred by this Deed and (d) all costs and losses arising from any default by any Chargor in the payment when due of any Secured Liabilities or the performance of its obligations under this Deed.
- 32.4 Any overdue amounts secured by this Deed shall carry interest at the Default Rate. In each case, such interest shall accrue on a day to day basis to the date of repayment in full and, if unpaid, shall be compounded with quarterly rests on the Security Trustee's usual quarterly interest days. Interest shall continue to be charged and compounded on this basis after as well as before any demand or judgment.

33. TRANSFER AND DISCLOSURE

- 33.1 Any Secured Party may:

- (a) assign any of its rights; or
- (b) transfer by novation any of its rights and obligations,

in relation to this Deed to the extent permitted under the relevant Secured Document.

- 33.2 Each Chargor irrevocably authorises such Secured Party, at its discretion, at any time or from time to time, to disclose an information concerning such Chargor, this Deed, the Charged Assets and the Secured Liabilities to the extent permitted under the relevant Secured Documents.

34. GOVERNING LAW

- 34.1 This security shall be governed by, and construed in accordance with, the laws of Ireland.
- 34.2 Each Chargor hereby agrees for the exclusive benefit of the Security Trustee that any legal action or proceedings ("Proceedings") brought against it with respect to this Deed may be brought in the High Court in Ireland or such other competent Court of Ireland as the Security Trustee may elect and the Chargor waives any objection to Proceedings in such courts whether on the grounds of venue or on the ground that proceedings have been brought in any inconvenient form. Each Chargor undertakes to enter an unconditional appearance within 14 days after the completion of any service of process in any Proceedings. Each Chargor hereby consents to the service by post of any process issued in that jurisdiction. Nothing herein shall affect the right to serve process in any other manner permitted by law.
- 34.3 Each Chargor hereby designates, appoints and empowers Triode DDBCo at its principal place of business at the date of this Deed (or such other address in Ireland as the Chargor may notify to the Security Trustee) to accept service of process in such jurisdiction in any Proceedings and agrees that failure by the Parent to give notice of such service of process to any Chargor shall not impair or affect the validity of such service or any judgement based on it.
- 34.4 Nothing in this Clause shall limit the right of the Security Trustee and the Secured Parties to take Proceedings to any other court or competent jurisdiction nor shall the taking of Proceedings in any or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

35. GENERAL

- 35.1 A waiver of any breach of any of the terms, provisions or conditions of this Deed or the acquiescence in any act (whether of commission or omission) which but for such acquiescence would be a breach as aforesaid shall not constitute a general waiver of such term provision or condition or of any subsequent act contrary thereto. The rights and remedies provided in this Deed are cumulative and not exclusive to any rights or remedies provided by law.
- 35.2 These presents shall bind each Chargor's successors but shall not be assigned by it. The Security Trustee shall be entitled to assign or transfer all or any part of its rights and/or obligations under this Deed to a successor Security Trustee. The Secured Parties shall be entitled to assign or transfer all or any part of their rights and/or obligations under this Deed to the extent permitted by the terms of the relevant Secured Document. Any assignee or other successor of the Security Trustee and/or the Secured Parties shall be entitled to enforce and proceed with this security in the same manner as if named herein. The Security Trustee and the Secured Parties shall

be entitled to impart to any potential assignee, successor or participant such information about the Chargors and this Deed as they shall consider appropriate.

- 35.3 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
- 35.4 This Deed may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which, when executed and delivered, shall constitute an original, but all the counterparts shall together constitute one and the same instrument.
- 35.5 Each indemnity in this Deed shall:-
- (a) constitute a separate and independent obligation from the other obligations in this Deed or any other Secured Document;
 - (b) give rise to a separate and independent cause of action;
 - (c) apply irrespective of any indulgence granted by any Secured Party;
 - (d) continue in full force and effect despite any judgement, order, claim or proof for a liquidated amount in respect of any of the Secured Liabilities or any other judgement or order; and
 - (e) apply whether or not any claim under it relates to any matter disclosed by any Chargor or which is otherwise known to any Secured Party.
- 35.6 None of the Chargors shall as against the Security Trustee be entitled to any of the rights or remedies legal or equitable of a surety as regards the secured obligations of any of the other of them or be entitled in competition with or in priority to the Security Trustee to claim or exercise any of the rights (in the nature of contribution or otherwise) of one joint (or joint and several) debtor against another.
- 35.7 Each of the Chargors shall be bound by this Deed even if any of them or any other person intended or expressed to be bound by this Deed shall not so be bound.
- 35.8 The Security Trustee shall be at liberty to release or discharge any one or more of the Chargors from any liability under the Secured Document or in respect of its or their interest in the security hereby created or to take any composition from or make any other arrangements or variation with any one or more of them without thereby releasing or discharging any other or others of them or otherwise prejudicing its rights or remedies against any other or others of the Chargors or the Security.

36. ASSENT TO CHARGE

- 36.1 Each Chargor hereby assents to the registration as burdens on the folio of any registered land referred to in Clause 3 of which it is the registered owner:-
- (a) of the fixed or specific charge hereby created on the said land;
 - (b) on crystallisation of the floating charge, of such crystallised charge; and
 - (c) of the power of any Receiver appointed hereunder to charge the said land.

- 36.2 The address of the Security Trustee in the State for the service of notices and its description is 40 Mespil Road, Dublin 4, Bankers.
- 36.3 By its execution of this Debenture, each Chargor irrevocably and unconditionally: (a) authorises the Security Trustee's legal advisors to prepare, sign and file (in such manner as may be prescribed from time to time) on that Chargor's behalf with the Companies Registration Office (the "CRO") any forms and other documentation required, necessary or desirable pursuant to Part 7 (Charges and Debentures) of the Companies Act 2014 in connection with this Debenture, (b) authorises the Security Trustee's legal advisors to insert one of their email addresses in any such form for the purposes of receiving any related certificate of registration of charge from the CRO. For the avoidance of doubt, each Chargor confirms that the foregoing does not constitute the Security Trustee's legal advisors as legal advisors to that Chargor, and each Chargor confirms that the Security Trustee legal advisors have not provided it with legal advice in relation to this Debenture or the transactions of which it forms part.
- 36.4 Each Foreign Chargor confirms that it is not a "relevant external company" within the meaning of Section 1301 of the Companies Act.

SCHEDULE 1

THE CHARGORS

Part A

	Company Name	Country	Co. No.	Registered Office
1.	Triode Newhill Acquisitions Limited	Ireland	427229	BWG House Greenhills Road, Tallaght, Dublin 24
2.	Avislade Limited	Ireland	314932	BWG House Greenhills Road, Tallaght, Dublin 24
3.	Hollystown Village Centre Limited	Ireland	323239	BWG House Greenhills Road, Tallaght, Dublin 24
4.	Saso Supermarkets Limited	Ireland	332944	BWG House Greenhills Road, Tallaght, Dublin 24
5.	Triode Newhill Limerick Limited	Ireland	440641	BWG House Greenhills Road, Tallaght, Dublin 24
6.	Triode Newhill Cherrywood Limited	Ireland	440651	BWG House Greenhills Road, Tallaght, Dublin 24
7.	Triode Newhill	Ireland	440655	BWG House

	Ringsend Limited			Greenhills Road, Tallaght, Dublin 24
8.	Triode Newhill Leopardstown Valley Limited	Ireland	440656	BWG House Greenhills Road, Tallaght, Dublin 24
9.	Triode Newhill Maynooth Limited	Ireland	440658	BWG House Greenhills Road, Tallaght, Dublin 24
10.	Triode Newhill Taghmon Limited	Ireland	440660	BWG House Greenhills Road, Tallaght, Dublin 24
11.	Triode Newhill Castleknock Limited	Ireland	440662	BWG House Greenhills Road, Tallaght, Dublin 24
12.	Triode Newhill Sandycove Limited	Ireland	440663	BWG House Greenhills Road, Tallaght, Dublin 24
13.	Triode Newhill Gardiner Street Limited	Ireland	440665	BWG House Greenhills Road, Tallaght, Dublin 24
14.	Triode Newhill Cloghan Limited	Ireland	440644	BWG House Greenhills Road, Tallaght, Dublin 24
15.	Triode Newhill Kinvara	Ireland	440645	BWG House Greenhills

	Park Limited			Road, Tallaght, Dublin 24
16.	Triode Newhill Blanchardstown Limited	Ireland	440646	BWG House Greenhills Road, Tallaght, Dublin 24
17.	Triode Newhill Glasnevin Limited	Ireland	440647	BWG House Greenhills Road, Tallaght, Dublin 24
18.	Triode Newhill Swinford Limited	Ireland	441456	BWG House Greenhills Road, Tallaght, Dublin 24
19.	Triode Newhill Spencer Row Limited	Ireland	440642	BWG House Greenhills Road, Tallaght, Dublin 24
20.	Triode Newhill Ballyfermot Limited	Ireland	441251	BWG House Greenhills Road, Tallaght, Dublin 24
21.	Triode Newhill 19/22 Dame Street Limited	Ireland	440648	BWG House Greenhills Road, Tallaght, Dublin 24
22.	Triode Newhill 176 South Circular Road Limited	Ireland	440640	BWG House Greenhills Road, Tallaght, Dublin 24
23.	Triode Newhill Rathkeale Limited	Ireland	440652	BWG House Greenhills Road,

				Tallaght, Dublin 24
24.	Triode Newhill Carlow Limited	Ireland	440650	BWG House Greenhills Road, Tallaght, Dublin 24
25.	Triode Newhill Finance Limited	Ireland	427235	BWG House Greenhills Road, Tallaght, Dublin 24
26.	Triode Newhill Hanover Street Limited	Ireland	446044	BWG House Greenhills Road, Tallaght, Dublin 24
27.	Triode Newhill Ennistymon Limited	Ireland	446046	BWG House Greenhills Road, Tallaght, Dublin 24
28.	Triode Newhill Newmarket- on-Fergus Limited	Ireland	446047	BWG House Greenhills Road, Tallaght, Dublin 24
29.	Triode Newhill Letterkenny Limited	Ireland	446054	BWG House Greenhills Road, Tallaght, Dublin 24
30.	Ballavair Holdings Limited	Ireland	102145	BWG House Greenhills Road, Tallaght, Dublin 24
31.	Triode Newhill Nangor Neighbourh ood Centre	Ireland	446052	BWG House Greenhills Road, Tallaght,

	Limited			Dublin 24
32.	Triode Newhill Abbey Street Limited	Ireland	553915	BWG House Greenhills Road, Tallaght, Dublin 24
33.	Triode Newhill Longwood Limited	Ireland	455971	BWG House Greenhills Road, Tallaght, Dublin 24
34.	Triode Newhill Moorefield Newbridge Limited	Ireland	455973	BWG House Greenhills Road, Tallaght, Dublin 24
35.	Triode Newhill Clonakilty Limited	Ireland	459044	BWG House Greenhills Road, Tallaght, Dublin 24
36.	Smithfield Retail Limited	Ireland	420439	BWG House Greenhills Road, Tallaght, Dublin 24
37.	Triode Newhill Priors Gate Limited	Ireland	446045	BWG House Greenhills Road, Tallaght, Dublin 24
38.	Triode Newhill Skerries Limited	Ireland	455972	BWG House Greenhills Road, Tallaght, Dublin 24
39.	Triode Newhill Bayside Limited	Ireland	459045	BWG House Greenhills Road, Tallaght, Dublin 24

40.	Triode Newhill Gullivers Santry Limited	Ireland	459046	BWG House Greenhills Road, Tallaght, Dublin 24
41.	Triode Newhill Managemen t Services Limited	Ireland	459047	BWG House Greenhills Road, Tallaght, Dublin 24
42.	Triode Newhill Subway Limited	Ireland	459050	BWG House Greenhills Road, Tallaght, Dublin 24
43.	Triode Newhill Ranelagh Limited	Ireland	459052	BWG House Greenhills Road, Tallaght, Dublin 24
44.	Triode Newhill Dorset Street Limited	Ireland	459053	BWG House Greenhills Road, Tallaght, Dublin 24
45.	Triode DDBCo Unlimited Company	Ireland	427230	BWG House Greenhills Road, Tallaght, Dublin 24
46.	Triode PIKCo Unlimited Company	Ireland	427232	BWG House Greenhills Road, Tallaght, Dublin 24
47.	Triode SeniorCo Unlimited Company	Ireland	427236	BWG House Greenhills Road, Tallaght, Dublin 24
48.	Triode	Ireland	427231	BWG

	Deduction Co Unlimited Company			House Greenhills Road, Tallaght, Dublin 24
49.	Triode CCCo Unlimited Company	Ireland	427237	BWG House Greenhills Road, Tallaght, Dublin 24
50.	BWG Foods Holdings Unlimited Company	Ireland	358434	BWG House Greenhills Road, Tallaght, Dublin 24
51.	BWG Foods Unlimited Company	Ireland	20469	BWG House Greenhills Road, Tallaght, Dublin 24
52.	Looney & Co. Limited	Ireland	16353	BWG House Greenhills Road, Tallaght, Dublin 24
53.	Spar (Ireland) Limited	Ireland	21244	BWG House Greenhills Road, Tallaght, Dublin 24
54.	Value Centres (Ireland) Limited	Ireland	26212	BWG House Greenhills Road, Tallaght, Dublin 24
55.	Mace Marketing Services (Ireland) Ltd	Ireland	25015	BWG House Greenhills Road, Tallaght, Dublin 24
56.	BWG Group	Ireland	559142	BWG House

	Unlimited Company			Greenhills Road, Tallaght, Dublin 24
57.	Triode Newhill FHP Limited	Ireland	459049	BWG House Greenhills Road, Tallaght, Dublin 24
58.	Triode Newhill Decies Road Limited	Ireland	553916	BWG House Greenhills Road, Tallaght, Dublin 24
59.	Triode Newhill LHP Limited	Ireland	562356	BWG House Greenhills Road, Tallaght, Dublin 24
60.	Triode Newhill FS Limited	Ireland	574644	BWG House Greenhills Road, Tallaght, Dublin 24

Part B

THE FOREIGN CHARGORS

	Company Name	Country of Incorporation	Company Number	Registered Office
1.	TIL Finance B.V.	The Netherlands	34258021	Herikerbergweg 238, Luna Arena, 1101CM Amsterdam Zuidooost, The Netherlands
2.	TIL Finance Luxembourg S.à r.l.	Grand Duchy of Luxembourg	B133 902	46A Avenue J.F. Kennedy, L-1855 Luxembourg
3.	Triode Acquisitions UK Limited	England and Wales	5899894	c/o Appleby Westward Limited, Moorlands Trading Estate, Saltash, Cornwall PL12 6LX
4.	Appleby Appleby Westward Group Limited	England and Wales	1791158	Moorlands Trading Estate Saltash Cornwall PL12 6LX
5.	GCL GCL 2016 Limited	England and Wales	10267305	Moorlands Trading Estate

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				Saltash Cornwall PL12 6LX
6.	Gillett's (Callington) Limited	England and Wales	02019776	Moorlands Trading Estate Saltash Cornwall PL12 6LX
7.	Caher Limited	Isle of Man	010340V	33-37 Athol Street, Douglas, Isle of Man IM1 1LB

SCHEDULE 2

PART 1

MORTGAGED PROPERTY

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
Cherrywood, Co. Dublin	Triode Newhill Cherrywood Limited	<p>ALL THAT AND THOSE the ground floor of Block D, Cherrywood Science & Technology Park, City of Dublin including:- (a) so much of the ceilings and boundary walls as are plaster or plasterboard or screed and the floorboards or floor screed thereof and any other fixtures or fittings or apparatus for the use proposed, the shop front, all doors, glass and windows and glass in doors and all cisterns, tanks, radiators, boilers, heating apparatus, sewers, drains, pipes, wires, ducts and conduits used solely for the purposes of the said premises, (b) all Landlords fixtures and fittings now or hereafter in or upon the same and (c) all additions, alterations and improvements thereof HELD under an Indenture of Lease dated the 28th day of February 2003 and made between Giotti Limited of the one part and Astensbond Limited trading as Spar for the residue of a term of 10,000 years from the 1st day of January 2002 subject to the yearly rent thereby reserved and the covenants and conditions contained therein.</p>
Cashel Rd., Tipperary Town	Saso Supermarkets Ltd)	<p>ALL THAT AND THOSE the property comprised in Folio 34351F, of the Register County Tipperary.</p> <p>HELD in fee simple.</p> <p>TOGETHER WITH A right of way in favour of the Vendor, his heirs and assigns and licensees, or the registered owner or owners of the property transferred in a Deed of Transfer dated 16th October 2000 and made between Tipperary Urban District Council and Michael O'Donoghue, to the full right and liberty at all times and for all purposes on foot or with or without animals or vehicles to pass or re-pass over the part of the property retained by Tipperary Urban District Council marked on the map annexed to the Deed of Transfer dated 16th October 2000 and thereon coloured yellow.</p>
Abbey House, Navan Shopping	Triode Newhill FHP Limited	<p>ALL THAT AND THOSE the property comprised in Folio 8432L of the Register County Meath known as the Retail Unit situate at Abbey House, Navan in the County of Meath.</p>

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
Centre, Meath	Co.	
Fermoy, Cork	Co. Triode Newhill FHP Limited	ALL THAT AND THOSE the property comprised in Folio 62982F of the Register of Freeholders County Cork, known as 15/17 Emmet Street, Fermoy, County Cork. HELD in fee simple.
Ferrybank, Waterford	Co. Triode Newhill FHP Limited	ALL THAT AND THOSE the property demised under a Lease dated 26th February 2003 and made between David Dodd and Lorraine Dodd (1), Astenbond Limited (2) and Fountain Street Management Company Limited (3) HELD for a term of 500 years from the 26th of February 2003 subject to a yearly rent thereby reserved and to the covenants on the part of the Lessee and conditions therein contained being the property comprised in Folio WDS244L County Waterford.
Unit 1, Leixlip Shopping Centre	Triode Newhill FHP Limited	ALL THAT AND THOSE the hereditaments and premises demised by an Indenture of Lease dated the 16 th day of May 1996 and made between Beaufield Company Limited of the one part and Palmer Lane Limited of the other part and therein described as "ALL THAT piece or parcel of land at Main Street, Leixlip situate in the County of Kildare forming part Leixlip Shopping Centre and known as Unit No. 1 situate on the ground floor of Leixlip Shopping Centre including the floor of the demised premises and the joists and beams upon which such floor is supported and laid and including the ceiling thereto including the joists and beams to which the ceiling is attached and including all the walls save the exterior walls and the walls dividing the demised unit from any other lettable unit and from the common halls, staircases, landings, steps and passages in the buildings (but including the surfaces of such walls within the demised unit and glass of the windows of the demised unit) as the same are situate in lettable units in the buildings and delineated on the site plan annexed hereto and thereon surrounded by a red verge line together with (a) all additions (except tenants and trade fixtures) hereinafter made on or about the premises and (b) all landlord's plants, fixtures and fittings HELD for a term of 999 years from the 1 st day of August 1994 subject to the yearly rent thereby reserved and the covenants and conditions therein contained.
Retail Millstreet, Cork	Unit, Co. Triode Newhill FHP Limited	ALL THAT AND THOSE the ground floor of the premises situate at Main Street, Millstreet in the townland of Liscahane Parish of Drishane, Barony of Muskerry West in the County of Cork and "ALL THAT the upper floors comprising the first and second floor of the said premises situate at Main Street, Millstreet in the Townland of Liscahane, Parish of Drishane, Barony of Muskerry West in the County of Cork together with the floor of same and joists and beams of which the said floors are laid HELD in fee simple.

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
Mount Oval, Co. Cork	Triode Newhill FHP Limited	ALL THAT AND THOSE the property comprised in Folio 15653L County Cork, known as the Retail Unit situate at the Ground Floor, Block A, Village Square, Mount Oval Village, Rochestown in the County of Cork
Weaver's Row, Clonsilla	Triode Newhill FHP Limited	ALL THAT AND THOSE the Spar Shop with ancillary offices situate at Weavers Row, Clonsilla in the County of Dublin being the property comprised in Folio DN112376L County Dublin HELD under Indenture of Lease dated the 28th of August 2001 and made between Decron Holding Company Limited of the One Part and Eight To Twelve Limited of the Other Part for a term of 999 years from the 1st of January 2001 subject to the yearly rent thereby reserved and to the covenants on the part of the Lessee and conditions therein contained.
Mullingar	Triode Newhill FHP Limited	ALL THAT AND THOSE the property comprised in Folio 31342F of the Register County Westmeath the property situate at 26, Dominick Street, Mullingar in the County of Westmeath, HELD in Fee Simple.
Mayfield Shopping Centre, Cork	Triode Newhill FHP Limited	ALL THAT AND THOSE the property comprised in folio 13862L Co. Cork. HELD under a Lease dated the 21 st day of June 1990 made between Saggot Limited of the one part and Jeremiah J. McCarthy and Mary B. McCarthy of the other part for a term of 500 years from on the 25 day of December 1981 subject to the yearly rent thereby reserved and to the covenants, conditions on the part of the tenant, exceptions or reservations contained therein.

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
Mayfield Stores, Caherslee, Tralee, County Kerry	Triode Newhill FHP Limited	ALL THAT Property known as Mayfield Stores, Caherslee, Tralee in the County of Kerry being the property comprised in Folios 412F and 34729 of the Register of Freeholders County Kerry HELD in Fee Simple.
44 Philipsburgh Avenue	Triode Newhill FHP Limited	ALL THAT AND THOSE the dwelling house and premises known as 44 Philipsburgh Avenue being part of the lands at Drumcondra situate in the Parish of Clonturk Barony of Coolock formerly in the County but now in the City of Dublin HELD in fee simple subject to an Indenture of Fee Farm Grant dated the 18 th day of September 1716 and made between Joseph Leeson (1) and Chichester Philips (2) and subject to the adjusted Fee Farm Rent of three hundred and ten pounds sixty seven adjusted to one hundred and forty pounds and portion thereof having been redeemed under the Land Purchase Acts but indemnified in full against payment of the Fee Farm Rent and subject to and with the benefit of an Indenture of Lease dated the 18 th day of August 1952 and made between Arthur Green, John Nassau Green, Dermot McGillicuddy, Arthur Green, and the Reverend John Green (1) and Joseph Lynskey (2) for a term of 99 years from the 25 th day of March 1949 subject to the yearly rent and the covenants and conditions contained therein and subject to and with the benefit of two Indentures of Sub-leases both dated 14 th day of June 2000 and made between Ballavair Holdings Limited (1) and Frank O'Grady and Niall Harper (2) and Ballavair Holdings Limited (1) and John Clohissey, Finbar Cahill and Andrew Madden (2) respectively together with the full right and liberty for the purchaser its successors and assigns servants agents workmen licensees invitees tenants and undertenants in common with all other persons who may or may hereafter have the like right at all times by day and by night with or without horses carts motor-cars and motor lorries and all other manners of vehicles howsoever propelled or drawn laden or unladen to go and pass and repass over and along the roadway and pathway coloured yellow on the map annexed to a Deed of Assignment dated the 28 th January 1992 and made between Baleaves Company (1) and Ballavair Holdings Limited (2) and situate in Philipsburgh Avenue in the Parish of Clonturk Barony of Coolock and

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
		<p>formerly in the County but now in the City of Dublin.</p>
<p>Unit 3 Retail Unit 2 Block C Gandon House, Ifsc</p>	<p>Triode Newhill FHP Limited</p>	<p>ALL THAT Property known as Unit 3 Retail Unit 2, Block C, Gandon House, Custom House Square in the City of Dublin being the property comprised in Folio 102140L of the Register County Dublin HELD under Indenture of Lease dated the 5th day of April 2000 and made between Chesterbridge Developments Limited of the First Part, Custom House Square Management Limited of the Second Part Paul Hanby Michael Whelan and Paul Newman of the Third Part and Kingsbrook Investments Limited of the Fourth Part for a term of 950 years from the 5th day of April 2000 subject to the yearly rent of £10.00 thereby reserved and to the covenants on the part of the Lessee and conditions therein contained.</p>

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
Wheaton Hall, Drogheda, County Louth	Triode Newhill FHP Limited	ALL THAT Property known as Unit 1, Wheaton Hall Shopping Centre, Drogheda in the County Louth HELD under Indenture of Lease dated the 17 th day of February 2000 and made between Mark Mulcahy and Jody Walshe of the One Part and Sangrove Properties Limited of the Other Part for a term of 999 years from the 1 st of November 1999 subject to the yearly rent of £1.00 thereby reserved and to the covenants on the part of the Lessee and conditions therein contained being the property comprised in Folio 4999L of the Register of Leaseholders County Louth.
Main Street, Rathcoole	Triode Newhill FHP Limited	ALL THAT AND THOSE the hereditaments and premises situate at Main Street, Rathcoole in the Barony of Newcastle and County of Dublin being more particularly described and delineated on the map annexed to a Deed of Conveyance dated the 15 th of September 1993 and made between Peter La Grue Junior (1) and Sangrove Properties Limited (2) and thereon edged in red HELD in fee simple. TOGETHER WITH a right of way for all purposes at all times with or without motor vehicles over and along that part of the Townland of Rathcoole, Barony of Newcastle and County of Dublin more particularly described and delineated on the map annexed to the Deed of Conveyance aforementioned and thereon coloured yellow.

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
Main Street, Templemore	Triode Newhill FHP Limited	<p>ALL THAT Property known as the Spar Store, Main Street, Templemore, County Tipperary being the property conveyed by Conveyance dated the 28th of September 2004 and made between John McCarthy and Margaret McCarthy of the One Part and Sangrove Properties Limited of the Other Part and being more particular described and delineated on the Map annexed thereto and thereon inlined red together with entire of the property comprised in Folio 4675F of the Register County Tipperary all of which property is HELD in Fee Simple.</p>
Carleton Wharf, Youghal, Cork	Triode Newhill FHP Limited	<p>ALL THAT AND THOSE the retail Unit being part of the Development at Carleton Wharf, O'Brien's Place, Youghal in the County of Cork HELD under an indenture of lease dated the 13th day of August 1999 and made between Gerard Callanan of the first part, Youghal Bay Management Company Limited of the second part and Flynn Brothers Limited of the third part and therein described as "ALL THAT the Unit (being part of the Estate) which is known or intended to be known as the Shop Unit at Carleton Wharf, O'Brien's Place, Youghal, Co. Cork, which for the purpose of identification is shown on the map attached to a Deed of Assignment dated the 10th December 2002 and made between Flynn Brothers Limited of the one part and Sangrove Properties Limited of the other part and thereon coloured green, together with: (1) the internal plaster surfaces and finishes of all structural or load bearing walls and columns therein or which enclose the same but not any other part of such walls and columns; (2) the entirety of all non-structural or non-load bearing walls and columns therein; (3) the inner half severed medially of the internal non-load bearing walls (if any) that divides the same from other parts of the building; (4) the floor finishes thereof save that the lower limit of the premises shall not extend to anything below the floor finishes (except the raised floors and the cavities below them shall be included); (5) the ceiling finishes thereof including all suspended ceilings (if any) and light fittings save that the upper limit of the premises shall not extend to anything above the ceiling finishes (except that the cavity above any suspended ceiling shall be included); (6) All window frames and window furniture and all glass in the windows and all doors, door furniture and door frame; (7) All sanitary and hot and cold water apparatus and equipment and the radiators (if any) therein and all fire fighting equipment and hoses therein; (8) All conduits therein and exclusively serving the premises; (9) The whole of any shopfront and fascias."</p>

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
		<p>HELD for the term of 999 years from the first day of January 1998 subject to the yearly rent therein reserved and the covenants and conditions therein contained.</p>
Feltrim-Kinsealy	Avislade Ltd	<p>ALL THAT AND THOSE that part of the Feltrim Shopping Centre [otherwise Kinsealy Shopping Centre] situate on the ground floor being portion of the property comprised in Folio 56245F of the Register County Dublin and being more particularly described and delineated on the Map annexed hereto and thereon inlined in red and hatched black including [not by way of exception]: (a) the ceilings and floors of the demised premises; (b) all tanks, radiators, cisterns, conduits, fixtures, fittings and heating equipment used solely for the purpose of the demised premises; (c) the interior faces of the external walls and of the party structures bounding or enclosing the demised premises; (d) the glass of the windows and the doors of the demised premises.</p> <p>BUT EXCEPTING the roof, the air space above the roof, the floor, the foundations, the structural parts and the external walls and party structures of or within the said development.</p> <p>HELD under an Indenture of Lease dated the 6th day of December 2005 made between John Clohisey and Derrick Cronnelly of the one part and Avislade Limited of the other part for a term of 20 years commencing on the 1st day of December 2005 subject to rent referred to in the said Lease (subject to a review as therein provided) and to the covenants, conditions contained therein.</p>
Feltrim-Kinsealy, UNITS 4-6	Avislade Ltd	<p>ALL THAT AND THOSE the property comprised in Folio DN110562L County Dublin known as Units 4, 5 and 6, Feltrim Shopping Centre in the County of Dublin.</p>

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
Clanbrassil Street, Dublin 8	Ballavair Holdings Limited	ALL THAT AND THOSE the retail unit located at the ground floor of St. Patrick's Court, Clanbrassil Street, Dublin 8 HELD under an Indenture of Lease dated 8th October 2003 and made between Chesterbridge Developments Limited (1), St. Patrick's Court Management Company Limited (2) and Ballavair Holdings Limited (3) for a term of 690 years from 1 January 2003 subject to an annual rent thereby reserved.
Maynooth, Co. Kildare	Triode Newhill Maynooth Limited	ALL THAT AND THOSE the premises known as Units 1, 2 and 3, Newtown Shopping Centre, Maynooth, County Kildare comprised in Folios 4492L and 4493L of the Register of Leasehold Interests County Kildare HELD under two Indenture of leases dated 22 January 1992 between Lark Developments Limited of the first part, St. John's Wood (Block 1) Management Limited of the second part and Brian Connaughton and Ailis Connaughton of the third part (the Leases), both Leases being for a term of 10,000 years from 1 January 1992 subject to the yearly rent thereby reserved and the covenants and conditions therein contained.
Unit 1, Belmont, Gardiner Street	Triode Newhill Gardiner Street Limited	ALL THAT AND THOSE the property comprised in Folio 137418L County Dublin known as Unit 1, Belmont, Gardiner Street in the City of Dublin
Unit 7&8, Castleknock SC	Triode Newhill Castleknock Limited	ALL THAT AND THOSE the shop premises in the Castleknock Village Centre known as Units 7 and 8 Castleknock Village Centre, Castleknock in the County of Dublin including (i) all walls, pillars, floors, roofs and ceilings, window frames and shutters (if any) forming part thereof which are not party structures and (ii) one undivided part of the Party Structures (iii) all Lessors fixtures and fittings therein and HELD under two Indenture of Leases dated 24 August 1987, between Rostime Investments Limited (1), Marline Management Services Limited (2), Industrial Credit Corporation plc (3) and Jarmeldan Limited (4) a term of 10,000 years from 1 July 1987 and subject to the rent thereby reserved and the covenants and conditions therein contained.
Unit 9, Castleknock SC	Triode Newhill Castleknock Limited	ALL THAT AND THOSE the shop premises in the Castleknock Village Centre known as Unit 9, Castleknock Village Centre, Castleknock in the County of Dublin including (i) all walls, pillars, floors, roofs and ceilings, window frames and shutters (if any) forming part thereof which are not party structures and (ii) one undivided part of the Party Structures (iii) all Lessors fixtures and fittings therein HELD under an Indenture of Lease dated 9 February 1988 between Rostime Investments Limited (1), Marline Management Services Limited (2), Industrial Credit Corporation plc (3) and Terence O'Reilly (4) for a term of 10,000 years from 1 July 1987 subject to the rent thereby reserved and the covenants and conditions therein contained.
Hollystown	Hollystown	ALL THAT AND THOSE that part of the lands of Hollystown situate in the Barony of Castleknock and County of

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
Village Centre Ltd	Village Centre Ltd	Dublin more particularly delineated on the map annexed hereto and thereon edged in red together with all easements and rights as set out in the Deed of Conveyance dated the 14 th day of November 1997 and made between Thomas Murphy of the one part and Hollystown Filling Station Limited of the other part HELD for a term of 20 years from the 1 st day of July 2000 and subject to the yearly rent thereby reserved and the covenants and conditions therein contained.
Glasnevin, Finglas Rd 6/7	Triode Newhall Glasnevin Limited	ALL THAT AND THOSE "the White Spot" Shop dwelling and premises situate at Nos 6 and 7 Finglas Road, Glasnevin in the City of Dublin HELD in fee simple.
Kinvara Park, Ashtown, Dublin 7	Triode Newhall Kinvara Park Limited	ALL THAT AND THOSE the premises more particularly described in an Indenture of Lease made the 7 December 1956 under an Indenture of Lease dated 7 December 1956 between Edward Lynam and James Lynam of the one part and William Martin of the other part for a term of 999 years from 1 January 1952 (the Lease) " ALL THAT plot of ground formerly known as Site No. 79 off Navan Road and now known as No. 37 Kinvara Park, Navan Road, Cabra in the Parish of Castleknock and formerly in the County of Dublin and now in the City of Dublin containing in front to said Kinvara Park 30 feet 11 inches in breadth, in the rear 30 feet and 8 inches in depth from front to rear on the North West side 70 feet 6 inches and on the South West 70 feet 6 inches be all or any of the said measurements more or less which said premises are more particularly delineated and described on the map thereon endorsed and hereon and thereon edged in red together with the premises erected thereon". HELD for a term of 999 years from 1 January 1952 subject to the yearly rent thereby reserved and the covenants and conditions therein contained.
Unit 5, Greenpark Shopping Centre, Limerick	Triode Newhall Limerick Limited	ALL THAT Property known as Unit 5, Greenpark Shopping Centre, Limerick being the property comprised in Folio LK7206L of the Register County Limerick HELD under Indenture of Lease dated the 24 th day of February 1998 and made between Babette Limited of the First Part, Greenpark Management Services Limited of the Second Part and David and Marie Speiran of the Third Part for a term of 900 years from the 24 th of February 1998 subject to the yearly rent of £1.00 [if demanded] thereby reserved and to the covenants on the part of the Lessee and conditions therein contained.
Property At Taghmon, County Wexford	Triode Newhall Taghmon Limited	ALL THAT AND THOSE the supermarket premises situate at Taghmon in the County of Wexford being the property conveyed by Conveyance dated the 25 th of December 2003 and made between Thomas Furlong and Catherine Furlong of the One Part and Calwood Properties Limited of the Other Part and being more particularly described and delineated on the Map annexed thereto and thereon inlined red together with the small plot of ground adjoining the said property comprised Folio 10233F County Wexford.

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
Unit 5, Leopardstown Valley Shopping Centre	Triode Newhill Leopardstown Valley Limited	ALL THAT Property known as Unit 5, Leopardstown Valley Shopping Centre, Leopardstown in the County of Dublin being the property comprised in Folio 91940L of the Register County Dublin HELD under Indenture of Lease dated the 1st day of May 1997 and made between Panworld Holdings Limited of the First Part, Leopardstown Valley Neighbourhood Shopping Centre Management Company Limited of the Second Part and Conor Hendley of the Third Part for a term of 999 years from the 1 st day of April 1994 subject to the yearly rent of £1.00 thereby reserved and to the covenants on the part of the Lessee and conditions therein contained.
70/72, Talbot Street [Adjoining Spencer Row], Dublin 1	Triode Newhill Spencer Row Limited	ALL THAT the retail premises situate on the ground floor and basement of the property known as 70/72, Talbot Street [adjoining Spencer Row] in the City of Dublin being the property more particularly described and delineated on the Maps attached to the 2004 Lease [as hereinafter defined] and thereon edged red HELD under Indenture of Lease dated the 5th day of October 2004 and made between Richard Evans and Basil Good of the First Part, REBG Limited of the Second Part and Kingsbrook Investments Limited of the Third Part for a term of 500 years from the 1 st day of January 2004 subject to the yearly rent of €10.00 [if demanded] thereby reserved and to the covenants on the part of the Lessee and conditions therein contained ["the 2004 Lease"].
Swinford, County Mayo	Triode Newhill Swinford Limited	ALL THAT the shop and storage premises situate at Market Street [otherwise Chapel Street] Swinford in the County of Mayo being the property comprised in Folios MY24372F, MY23588F, MY29069F, MY26053, MY38804F and MY66037F County Mayo.
Main Street, Blanchardstown, County Dublin	Triode Newhill Blanchardstown Limited	ALL THAT Property known as the Spar Shop, Main Street, Blanchardstown in the County Dublin being the property conveyed by Conveyance dated the 5 th day of October 2001 and made between Maurice O'Connell of the One Part and Lanesgrove Limited of the Other HELD in Fee Simple.
14, Thorncastle Street, Ringsend, Dublin 4	Triode Newhill Ringsend Limited	ALL THAT Property known as 14, Thorncastle Street, Ringsend in the City of Dublin being the property conveyance by Conveyance dated the 11 th day of December 2003 and made between Darrigowan Limited of the One Part and Ballavair Holdings Limited of the Other Part HELD in Fee Simple subject to and with the benefit of a verbal weekly tenancy in respect of an apartment on the first floor of the property commenced in 2002.
290, Ballyfermot Road, Dublin 9	Triode Newhill Ballyfermot Limited	ALL THAT Property known as 290, Ballyfermot Road, Dublin 10 being the entire of the property comprised in Folio 157003F of the Register County Dublin HELD in Fee Simple.
Property At Cloghan, County Offaly	Triode Newhill Cloghan Limited	ALL THAT the shop premises situate in Cloghan, County Offaly being the property comprised in Folios OY21086F and OY3043F of the Register County Kings.

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
Eurospar Rathkeale	Triode Newhill Rathkeale Limited	Lands comprised in folios 51192F, 30411F & 31902F Co Limerick. Freehold
33 Tullow Street Carlow	Triode Newhill Carlow Limited	Folio 25354 F Co Carlow Freehold
176 South Circular Road, Dublin 8	Triode Newhill 176 South Circular Road Limited	Premises known as 176, South Circular Road formerly known as 50 Greenville Place situate in the Parish of St. Catherine and County of the City of Dublin held under Lease dated the 19th October 1872 Joseph Kelly to James Fitzgerald Term 990 years from 19th October 1872 and Premises now known as no 1 Greenville Terrace South Circular Road situate in the Parish of St. Catherine and County of the City of Dublin held under Lease dated the 27th March 1872 Joseph Kelly to Patrick Murray Term 900 years from 27th March 1872.
Main Street Ennistymon Co Clare	Triode Newhill Ennistymon Limited	The Lands comprised in Folio 21942F Co. Clare and Premises comprised in Deed of Conveyance dated 22nd December 1999 – between James Devitt of the One Part and Paul Haugh of the Other Part and more particularly outlined in red and marked "B" on the map annexed thereto which said Plot of ground is situate at Main Street in the Town of Ennistymon Parish of Kilmanahaheen Barony of Corcomroe and County of Clare. And Premises comprised in Deed of Conveyance dated the 18th of April 1998 between Margaret Madigan of the One Part and Paul Haugh of the Other Part shown more particularly described in the Map attached thereto and surrounded by a red verge line which said premises are situate at Main Street in the Town of Ennistymon Parish of Kilmanahaheen Barony of Corcomroe and County of Clare.
Main Street New Market On Fergus	Triode Newmarket-on-Fergus Limited	Freehold Premises situate at Fair Green, Ballyear Road Newmarket on Fergus, County of Clare EXCLUDING the Apartment Complex
Unit 2 Nangor Neighbourhood	Triode Newhill Nangor	Freehold ALL THAT the Retail Unit known as Unit 2, Nangor Neighbourhood Centre, Old Nangor

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
Shopping Centre	Neighbourhood Centre Limited	Road, Clondalkin in the County of Dublin being the property comprised in Folio DN149413L County Dublin HELD under Indenture of Lease dated the 6th of June 2008 and made between Deenadayalu Ramiah and Marguerite Ramiah of the First Part, Triode Newhill Nangor Neighbourhood Centre Limited of the Second Part and Newhill Limited of the Third Part for the term of 25 years from the 6th of June 2008 subject to the yearly rent thereby reserved and to the covenants on the part of the Lessee and conditions therein contained.
Unit 1 Roche House Mall Longwood Co Meath	Triode Newhill Longwood Limited	ALL THAT THE Retail Unit situate at Unit 1, Roche House Mall, Main Street, Longwood in the County of Meath being the property comprised in Folio MH8187L of the Register County Meath HELD under Indenture of Lease dated the 4th day of September 2008 and made between Padraig Tierney, Gerard Tierney and Patrick O'Reilly of the First Part, Roche House Mall Management Company Limited of the Second Part and Triode Newhill Longwood Limited of the Third Part for the term of 999 years from the 1st of January 2006 subject to the yearly rent thereby reserved and to the covenants on the part of the Lessee and conditions therein contained.
Moorefield Shopping Centre Newbridge Co Kildare	Triode Newhill Moorefield Newbridge Limited	Shop No. 1 situate at Moorefield, Newbridge in the County of Kildare more particularly described in Indenture of Lease dated the 26th of August 1993 Crefoque Group Limited of the One Part and Michael Purcell Supermarkets Limited of the Other Part Term of 35 years from the 7th day of April 1993 And Shop No. 2 situate at Moorefield, Newbridge in the County of Kildare more particularly described in Indenture of Lease dated the 26th of August 1993 Crefoque Group Limited of the One Part and Michael Purcell Supermarkets Limited of the Other Part Part Term 35 years from 7th April 1993
Clonakilty Co Cork	Triode Newhill Clonakilty Limited	Ground, first and second floor of supermarket premises but excluding the self contained Apartment at the By pass and Town and Urban District of Clonakilty Parish of Kilgarriffree Barony of Carbery East and County of Cork held under Lease dated the 24th November 2008 Ger Harte of the one part, Ascot Stores Limited of the second part Triode Newhill Clonakilty Limited of the third part and Newhill Limited of the fourth part Term of 25 years from 24th of November 2008
Retail Unit At Priorsgate Tallaght	Triode Newhill Priors Gate Limited	Retail Unit A Priorsgate Tallaght Dublin 24 comprising 3940 square feet on the ground floor and 1496 square in the basement held under Lease dated the 13th May 2008 Tamhlacht Developments Limited of the first part Triode Newhill Limited of the second

PROPERTY	CHARGOR	DESCRIPTION & TENURE OF PROPERTY
Eurospar Retail Units D3, D4 and D5, Gulliver's Retail Park, Santry Demesne, Santry, Dublin 9	Triode Newhill Gullivers Santry Limited	<p>part Newhill Limited of the third part and Priorsgate Estate Management Company Limited of the fourth part</p> <p>Term of 25 years from the 7th April 2008</p> <p>ALL THAT AND THOSE the hereditaments and premises more particularly described in an Indenture of Lease dated 21st May 2007 and made between Joseph Cosgrave, Peter Cosgrave and Michael Cosgrave (1) and Newhill Limited (2) as varied by Deed of Variation made 23rd June 2008 between Joseph Cosgrave, Peter Cosgrave and Michael Cosgrave (1) and Newhill Limited (2) and therein described as:</p> <p>“the Demised Premises”</p> <p>ALL that Units D4 and D5 Gulliver's Neighbourhood Scheme being part of Gulliver's Retail Park in the County of Dublin shown edged purple in plan No. 2 attached to the lease, forming part of the lands comprised in Folio 150788F of the Register Freeholders County of Dublin.</p> <p>(“The Additional Premises”)</p> <p>ALL that Unit D3 Gulliver's Neighbourhood Scheme being part of Gulliver's Retail Park in the County of Dublin shown edged purple in the plan attached hereto forming part of the lands comprised in Folio 150788F of the Register Freeholders County of Dublin.”</p> <p>Which premises are now known as Eurospar Retail Units D3, D4 and D5, Gulliver's Retail Park, Santry Demesne, Santry, Dublin 9.</p>

Name of Chargor	Property/Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
BWG Foods	Town of Clonmel, County of	ALL THAT AND THOSE the BWG Foods property at King Street, Clonmel, Co	Folio 2101F Co

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
	Tipperary	Tipperary being the property more particularly comprised in Folio 2101F County Tipperary.	Tipperary
BWG Foods	Town of Nenagh, County of Tipperary	Freehold value centre cash and carry, Newline Road, Nenagh, County Tipperary	Unregistered land
BWG Foods	Town of Cavan, County of Cavan	Unit 2, Century Business Park, Dublin Road, Cavan	Leasehold
BWG Foods	Town of Carlow, County of Carlow	ALL THAT AND THOSE the BWG Foods property at Tullow Road, Carlow being the property more particularly comprised in Folio 8994F County Carlow. ALL THAT AND THOSE the BWG property at Tullow Road, Carlow being the property more particularly comprised in Folio 885F County Carlow.	Folio 8994F and 885F Co Carlow
BWG Foods	Town of Listowel, County of Kerry	Freehold commercial premises at Bridge Road, Listowel, County Kerry	Unregistered land
BWG Foods	City of Limerick, County of Limerick	Freehold commercial premises situate at Carey's Road, Limerick	Unregistered land
BWG Foods	City of Limerick, County of Limerick	Leasehold commercial premises situate at Carey's Road, Limerick held under lease for a term of 99 years from 29 September 1968 subject to a yearly rent of IR£600.00	Unregistered land
BWG Foods	City of Dublin	Leasehold commercial premises at Unit B3, Knockmitten Lane, Naas Road, Dublin 22 held under lease for a term of 21 years from 24 th February 1997 at a current yearly rent of IR£54,000.00	Unregistered land
BWG Foods	Town of Killarney, County of Kerry	Commercial premises at units 3 and 4, Ballycasheen, Killarney, County Kerry held for a term of 35 years from an unspecified commencement date at a current yearly rent of IR£87,000.00	Unregistered land

Name of Chagor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
BWG Foods	Town of Kilkenny, County of Kilkenny	ALL THAT AND THOSE the BWG Foods property at Industrial Estate, Hebron Road, Kilkenny being the property more particularly comprised in Folio 365L County Kilkenny.	Folio 365L Co Kilkenny
BWG Foods	Town of Sligo, County of Sligo	Leasehold commercial premises at Finisklin Road, Sligo held under lease for a term of 150 years from 25 th March 1969 at a yearly rent of IR£1.00	Unregistered land
BWG Foods	Ardeavan Co. Wexford	ALL THAT AND THOSE the BWG property at Unit 6, Ardavan Business Park, Wexford more particularly comprised in Folio 2231L County Wexford.	Folio 2231L Co Wexford
BWG Foods	Merlyn Park Industrial Estate	ALL THAT AND THOSE the warehouse and premises outlined in red on the map attached to an Indenture of Lease dated the 17th of July 2003 and made between Martin Tolan and Sheila Tolan (and as later assigned to Empor Investments Limited) (1) and BWG Foods (2) (hereinafter called "the Lease") together with a right of way for all purposes in the area coloured yellow all being part of the lands comprised in Dealing Numbers D1996GY007723N and D1997GY002552X HELD for a term of 25 years from the 21st day of July 2003 subject to the yearly rent thereby reserved and the covenants and conditions therein contained.	Registered land
BWG Foods	Unit 4x, Newgrange Business Park, Drogheda	The property comprised in Folio 19097F, County Louth ALL THAT AND THOSE that part of the hereditaments and premises comprised in Folio 19097F of the Register of Freeholders Co. Louth known as Site C Newgrange Business Park comprising 0.85 acres and/or 0.345 hectares	Folio 19097F Co Louth ¹
BWG Foods	Unit 14 Harbour Point Business Park, Little Island, Co. Cork	ALL THAT the property known as 14 Harbour Point Business Park, Little Island, Co. Cork more particularly outlined in red and numbered 14 on the map or plan annexed to a lease dated 3 January 2008 between Whitnor Limited, Gillwenty Limited, Novator Limited Kearisty Limited, Bahiano Limited and Karise Developments Limited t/a Harbour Point Development Partnership of the first part,	Unregistered land

¹ BWG to confirm.

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		Harbour Point Development Management Company (Cork) Limited of the second part and Mangan Bros. Holdings of the third part for a term of 999 years from the 3 January 2008 and to the covenants and conditions contained therein, as leased by way of sublease for the term of 21 years commencing on 1 October 2008 under a sublease dated 1 October 2008 made between (1) Mangan Bros. Holdings and (2) Mangan Bros. Group (formerly Mangan Bros. Group Limited) and which subleasehold interest was assigned to BWG Foods pursuant to a deed of assignment dated 22 December 2011 between Mangan Bros. Group as vendor and BWG Foods as purchaser. Landlord has changed from Mangan Bros. Holdings to Trackland Investments Limited.	
BWG Foods	McHale Road, Castlebar, Co. Mayo	ALL THAT AND THOSE the BWG premises at McHale Road Castlebar, Co Mayo more particularly comprised in Folio 1177F Co. Mayo held under lease dated 11 July 2008 made between (1) Mangan Bros. Holdings and (2) Mangan Bros. Group (formerly Mangan Bros. Group Limited) for the term of 21 years commencing on 11 July 2008 and which leasehold interest was assigned to BWG Foods pursuant to a deed of assignment dated 22 December 2011 between Mangan Bros. Group as vendor and BWG Foods as purchaser. Landlord has changed from Mangan Bros. Holdings to Trackland Investments Limited.	Folio 1177F Co Mayo
BWG Foods	Port Road, Letterkenny, Co. Donegal	ALL THAT AND THOSE the BWG premises at Port Road, Letterkenny, Co Donegal more particularly comprised in Folio 2166 County Donegal held under a lease dated 11 July 2008 made between (1) Mangan Bros. Holdings and (2) Mangan Bros. Group (formerly Mangan Bros. Group Limited) for the term of 21 years commencing on 11 July 2008 and which interest was assigned to BWG Foods pursuant to a deed of assignment dated 22 December 2011 between Mangan Bros. Group as vendor and BWG Foods as purchaser. Landlord has changed from Mangan Bros. Holdings to Trackland Investments Limited.	Folio 2166 Co Donegal
BWG Foods	Ashline, Kilrush Road, Co. Clare	ALL THAT the premises at Ashline, Kilrush Road, Ennis, Co. Clare as set out on the map attached to the Lease and thereon outlined in red being part of the lands at Cahircallamore containing 4 acres, 2 roods and 33 perches or thereabouts statute measure being part of the lands known as Clareville Meadow situate in the Parish of	Unregistered Land

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		Drumcliffe, Barony of Islands and County of Clare as more particularly being the subject of an Indenture of Conveyance dated 10th March 1970 and made between Joseph Neylon and Kathleen Mary Patricia Neylon of the one part and Mangan Bros. Holdings of the other part together with the second lot of land at Cahircallamore, Ennis, County Clare comprising of 0.91 acres as more particularly delineated on the map attached to the Indenture of Conveyance/Rectification dated 27th April 1993 and made between Valentine Dunne of the one part and Mangan Bros. Holdings of the other part, as leased for the term of 21 years commencing on 11 July 2008 under a lease dated 11 July 2008 made between (1) Mangan Bros. Holdings and (2) Mangan Bros. Group (formerly Mangan Bros. Group Limited) (the "Clare Lease") and which leasehold interest was assigned to BWG Foods pursuant to a deed of assignment dated 22 December 2011 between Mangan Bros. Group as vendor and BWG Foods as purchaser. Landlord has changed from Mangan Bros. Holdings to Trackland Investments Limited.	
BWG Foods	City of Dublin	TOGETHER with the Inventory of Contents attached to the Clare Lease. ALL THAT AND THOSE the BWG property at Unit D Kilcarberry Distribution Park Clondalkin Dublin more particularly comprised in Folio 148459L County Dublin.	Folio 148459L Co Dublin
BWG Foods	City of Dublin	ALL THAT AND THOSE the BWG property at Unit E Kilcarberry Distribution Park Clondalkin Dublin more particularly comprised in Folio 149285L County Dublin.	Folio 149285L Co Dublin
BWG Foods	Wicklow Town	All THAT the hereditaments and premises described in an Indenture of Lease dated 16 March 2010 made between Wicklow Cash & Carry (1) and BWG Foods Limited (2) and therein described as "ALL THAT the entire of the lands and premises together with the buildings erected thereon shown outlined in red on the Plan annexed hereto and each and every part thereof and all the appurtenances belonging thereto and known as Unit 1, Glebe Industrial Park, Port Access Road, Bollarney North, Wicklow Town, County Wicklow and including without prejudice to the generality of the foregoing:-	

Name of Chagor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>8. all Conduits in, upon, over or under and exclusively serving the same;</p> <p>9. all additions, alterations and improvements thereto;</p> <p>10. but excluding the airspace above and the ground below the Demised Premises.”</p>	
BWG Foods	City of Dublin	<p>ALL THAT AND THOSE the hereditaments and premises more particularly described in a lease dated 30th June 2008 and made between Anthony Duffy of the one part and BWG Foods Limited of the other part the “Lease” and therein described as “ALL THAT AND THOSE the part of the lands of Cappagh in the Barony of Castleknock in County of Dublin known as Unit E2, North City Business Park, North Road, Dublin 11 shown outlined in red on map no. 2 annexed to the head lease...” (the head lease meaning the lease dated 24th October 2007 and made between Rohan Holdings Limited (1), Northcity Business Park Management Company Limited (2) and BWG Foods Limited (3) for the term of 25 years from 30th June 2008) and subject to the covenants and conditions in the Lease contained.</p>	
Triode Newhill Ranelagh Limited	City of Dublin	<p>ALL THAT AND THOSE Firstly that part of the Building situate at The Triangle, Ranelagh in the City of Dublin comprising that part of the ground floor premises including:</p> <p>(a) the internal surfaces and finishes of all structural or load bearing walls and columns therein or which enclose the same, but not any other part of such walls and columns;</p> <p>(b) the entirety of all non-structural or non-load bearing walls and columns therein;</p> <p>(c) the inner half served medially of the internal non-load bearing walls (if</p>	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>any) that divide the same from other parts of the Building;</p> <p>(d) the floor finishes of the ground floor save that the lower limit of the Demised Premises shall not extend to anything below such floor finishes except that raised floors and the cavity below them shall be included;</p> <p>(e) the ceiling finishes of the ground floor, including all suspended ceilings (if any) and light fittings save that the upper limit of the Demised Premises shall not extend to anything above such ceiling finishes except that the cavity above any suspended ceilings shall be included;</p> <p>(f) the internal surfaces and finishes of the underside and overside of any floor slabs within the Demised Premises and any raised floors mounted thereon including the cavity below them and all suspended ceilings (if any) and light fittings and the cavity above them shall be included AND any internal stairs exclusively serving the Demised Premises</p> <p>(g) any shop front and all window frames and window furniture and all glass in the windows and all doors, door furniture and door frames</p> <p>(h) all sanitary and hot and cold water apparatus and equipment and the radiators (if any) therein and all fire fighting equipment and hoses therein;</p> <p>(i) all Plant and Utilities exclusively serving the same;</p> <p>(j) all the Landlord's Fixtures and Fittings in or forming part thereof;</p> <p>(k) any permanent additions and or alterations thereto.</p>	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>SECONDLY the entire of that part of the Building more particularly delineated and outlined blue on the Plan annexed hereto including:-</p> <p>a) all Landlord's Fixtures and Fittings in or forming part thereof and</p> <p>b) any permanent additions or alterations thereto.</p> <p>Held under Indenture of Lease 26th January 2012 – Colbury Limited 1st Part, Triode Newhill Ranelagh Limited of the 2nd Part and Triode Newhill Acquisitions Limited of the Third Part.</p> <p>For a term of 20 Years from the 25th January 2012 subject to the yearly rent thereby reserved (subject to review as therein provided) and to the covenants and conditions on the part of the tenant and exceptions and reservations therein and more particularly delineated and inlined red on the Plan annexed thereto.</p>	
Triode Newhill 19/22 Dame Street Limited	City of Dublin	<p>Property comprised in Indenture of Lease dated 27 October 2012 – Landera Limited of the First Part, Triode Newhill 19/22 Dame Street Limited of the Second Part and Newhill Limited of the Third Part from the 17 May 2012 to the 30 June 2033 and therein described as "ALL THAT AND THOSE the ground floor shop and basement more particularly delineated on the map or plan thereof annexed hereto and being thereon outlined with a red verge line" forming part of the building known as 19/22 Dame Street and 90 South Great Georges Street in the City of Dublin.</p>	
Triode Newhill Decies Road Limited	City of Dublin	<p>Property comprised in Indenture of Lease dated 01 July 2013 between County Bars Limited of the One Part and Ballyfermot Convenience Retail Limited of the Other Part for a term of 25 years from 1st July 2013 and therein described as "ALL THAT AND THOSE that part of the premises known as 47/49 Decies Road Dublin 10 as is more particularly described on the map or plan annexed hereto and thereon outlined in red comprising 5,061 square feet or thereabouts".</p>	

Name of Chagor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
Triode Newhill Abbey Street Limited	City of Dublin	Property comprised in Indenture of Lease dated the 01 June 2013 – Coras Iompair Eireann of the One Part and Abbey Convenience Retail Limited Other Part for a term of 15 years from the 01 June 2013 and therein described as “the ground floor of the premises known as Curzon House 35, Abbey Street Lower Dublin 1 [excluding the parts of the main structure above and below the demised premises] as shown on the plans annexed hereto [for the purpose of identification only] and thereon edged in red and being part of Folio 165843F Co. Dublin”.	
Triode Newhill Skerries Limited	Dublin	Property comprised in Indenture of Lease dated 25 November 2014 Skerries Point Limited of the One Part, Triode Newhill Skerries Limited of the Other Part for a term of 20 years from the 01 November 2014 and therein described as “the supermarket shop premises in the Centre shown edged in red on the maps annexed hereto”. The Centre being the lands comprised in folio 159773F Co Dublin	Unregistered
Triode Newhill FHP Limited	Ballyowen Shopping Centre, Lucan, County Dublin	<p><u>ALL THAT AND THOSE</u> the Retail Unit situate at Ballyowen Shopping Centre, Lucan in the County of Dublin being the entire of the property comprised in Folios DN159498L, DN153934L and DN159111L of the Register County Dublin HELD as follows :-</p> <ol style="list-style-type: none"> 1. As to that portion thereof known as the Anchor Unit under Lease dated the 2nd of December 1998 and made between Polenka Limited of the First Part, Robzala Properties Limited of the Second Part, Ballyowen Shopping Centre Limited of the Third Part and Farandare Limited of the Fourth Part; 2. As to that portion thereof formerly known as Units 5, 6 and 7 under Lease dated the 2nd of December 1998 and made between Polenka Limited of the First Part, Robzala Properties Limited of the Second Part, Ballyowen Shopping Centre Limited of the Third Part and Farandare Limited of the Fourth Part; and 3. As to that portion thereof formerly known as the Additional Property under Lease dated the 22nd of February 2007 and made between Robzala Properties Limited of the One Part and Farandare Limited of the Other Part. 	

Name of Charger	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		ALL for a term of 10,000 years from the 1 st of October 1998 at a yearly rent of £5.00	
Triode Newhill FHP Limited	365/367 North Circular Road, Phibsboro Dublin 7	ALL THAT ALL THAT AND THOSE the property comprised in Folio DN218760F. HELD in fee simple.	Folio 218760F Co Dublin
Triode Newhill Hanover Street Limited	Retail Unit at Windmill Lane Sobo District Dublin 2	<p>Retail Unit at Windmill Lane Sobo District Dublin 2</p> <p>HELD under an Indenture of Lease dated the 2nd November 2017 and made between Hibernia Reit Holding Company Limited of the first part, Triode Newhill Hanover Street Limited of the second part Sobo Management Company Limited by Guarantee of the third part and BWG Foods Unlimited Company of the fourth part and therein described as,</p> <p>“ALL THAT the internal and non-structural parts of the ground and basement floors of the Building and which said premises are for the purposes of identification only shown delineated on Plan No. 5 annexed hereto and thereon in lined red together with any Landlord's fixtures and fittings in or about the same and all other additions, alterations and improvements thereto which may be carried out during the Term and shall include without limitation the following:-</p> <p>(a) the floor finishes thereof and the cavity between same and the upper surface of the floor slab of the Building;</p> <p>(b) the ceiling finishes thereof (including the suspended ceilings (if any)) and the cavity between the ceiling finishes and the under-surface of the floor above or the roof of the Building as the case may be;</p> <p>(c) all Conduits provided by the Landlord within the Demised Premises which</p>	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>exclusively service the Demised Premises;</p> <p>(d) the internal plaster surfaces and finishes of all structural and load bearing walls and columns therein or which enclose same but not any other part of such walls or columns;</p> <p>(e) the entirety of all non-structural or non-load bearing walls and columns therein;</p> <p>(f) the inner half severed medially of the internal non-load bearing walls (if any) that divide same from other parts of the Building;</p> <p>(g) all services (including mechanical and electrical services plant and equipment) within and exclusively serving the Demised Premises (including the washrooms and toilets included in the Demised Premises);</p> <p>(h) the shop front and the internal face of all window frames and window furniture and all glass in the windows and all doors, door furniture and door frames.</p> <p>(i) the doors (along with related structures, frames and operating systems) providing access to and from the goods lift lobby to the Demised Premises and the riser compartments in the Demised Premises.</p> <p>BUT EXCLUDING any structural parts of the Building that are not included in items (a) to (i) above".</p> <p>for a term of 20 years from the 28th July 2017 subject to the yearly rent thereby reserved and the covenants and conditions therein contained.</p>	
Triode	Supermarket at Causeway	Supermarket at Causeway, Abbeyside, Dungarvan Co Waterford being the	WD40867F

Name of Charger	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
Newhill FHP Limited	Abbeyside, Dungarvan Co Waterford	Property comprised in Folio WD40867F and in Indenture of Lease dated the 7th December 1989 and made between James Connolly of the one part and Xtra-Vision Public Limited Company of the other Part for a term of 35 years from the 1st December 1989 subject to the yearly rent thereby reserved and the covenants and conditions therein contained	
Triode Newhill Limited	Unit 1A Mount Oval Cork	Unit 1A Mount Oval Cork HELD under an Indenture of Lease dated the 19th of September 2016 and made between O'Flynn Constructions Co. Limited of the one part and Triode Newhill FHP Limited of the other part and therein described as, "ALL THAT the Unit (being part of the Estate) situate on the ground floor of Block A which for the purposes of identification is shown on Plan No.2 and thereon outlined with a red verge line on the approved Land Registry Map as more particularly described in the First Schedule Part II of the Superior Lease, which said Unit is known or to be known as the Unit 1A The Square Mount Oval Rochestown in the County of Cork" for a term of 20 years from the 19th of September 2016 subject to the yearly rent thereby reserved and the covenants and conditions therein contained	
Triode Newhill Dorset Street Limited	Ground floor and Basement of 1 & 2 Lower Dorset Street Dublin 1	The property comprising the Ground floor and Basement of 1 & 2 Lower Dorset Street Dublin 1 HELD under an Indenture of Lease dated the 6th April 2016 and made between Thomas Quinn of the one part and Triode Newhill Dorset Street Limited of the other part and therein described as	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>“ALL THAT AND THOSE the premises situate at and known as the Ground floor and Basement at Nos.1 and 2 Lower Dorset Street in the City of Dublin more particularly delineated and outlined in red on the maps (land 2) attached hereto and including without prejudice to the generality of the foregoing:</p> <ol style="list-style-type: none"> 1. all the Conduits and Plant in, upon, over or under and exclusively serving the same; 2. all Landlord’s fixtures and fittings now or hereafter in or upon the same; 3. all additions, alterations and improvements thereto; <p>but excluding the airspace above and the ground below the Demised Premises”</p> <p>for a term commencing 11th March 2016 and ending on the 11th March 20380 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill Limited	Unit 3 Oaklands Centre Kill Co Kildare	<p>ALL THAT ALL THAT AND THOSE the property comprised in Folios KE1849, KE8529, KE12545F, KE17469 and KE66542F</p> <p>HELD in fee simple.</p>	KE1849, KE8529, KE12545F, KE17469 and KE66542F

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
Triode Newhill Limited	Unit 1 Sentinel Building , Adamstown Lucan Co Dublin	<p>Unit 1 Sentinel Building, Adamstown Lucan Co Dublin</p> <p>HELD under an Indenture of Lease dated the 8th March 2017 and made between Castlethorn Construction of the first part, Castlegate Property Owners Management Company Limited of the second part , and Triode Newhill LHP Limited of the third part and BWG Foods of the fourth part and therein described as,</p> <p>ALL THAT ALL THAT AND THOSE that part of the Estate known as Unit 1 located on the Ground Floor and Basement of the Sentinel Building, Castlegate, Adamstown, County Dublin which is more particularly delineated on Plan 2 annexed hereto and thereon edged with a red verge line which expression excludes the Structural Elements of the Premises but includes:-</p> <ol style="list-style-type: none"> 1. The inner half medially severed of the non-load bearing walls (including glazed walls) which separate the Premises from other Lettable Premises; 2. All the non-structural and the non-load bearing walls (including glazed walls) within or surrounding the Premises; 3. The internal plaster or other surfaces of the beams, joists, structural and/or load bearing walls (be they boundary walls or within the Premises), external walls, the internal plaster or other surfaces of structural slabs, structural columns, pillars and the internal plaster of all other load bearing parts of the fabric or structure of the Premises; 4. The slabs forming the floors and ceilings of the Premises (except where there are Lettable Premises or other portions of the Estate beneath or above the Premises in which case the Premises shall extend only to the ceilings, floor finishes or screeds immediately above or below the slab of the floors and ceilings); 	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>5. The whole of any false ceilings (and any void between such false ceilings and non-false ceilings or roof(s) above);</p> <p>6. The whole of any shop front and fascias;</p> <p>7. The whole of any doors and windows (including glass) fitted in the walls which bound the Premises and their frames and fixings;</p> <p>8. Such Conducting Media as exclusively serve and are within the Premises or which are created at any time and are within and exclusively serve the Premises;</p> <p>9. All fixtures and fittings within the Premises or attached to the said shop front fascias, windows (including the window frames) or doors of the Premises;</p> <p>10. The staircases and lifts (if any) within and exclusively serving the Premises;</p> <p>11. All plate glass within or surrounding the Premises;</p> <p>EXCLUDING for the avoidance of doubt the airspace above and around and the ground and airspace below the Premises.</p> <p>TOGETHER WITH the Off Licence attaching thereto</p> <p>for a term of 20 years from the 25th October 2015 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill LHP Limited	1 Rockville Road Newtown Park Ave Blackrock Co Dublin	<p>ALL THAT portion of the Building comprising Ground floors and yards the situate at Ground Floors No 1 and 3, Rockville Road, Newtownpark Avenue, Blackrock, County Dublin as shown for the purposes of identification only edged red on the attached plan and including:</p>	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<ol style="list-style-type: none"> 1. the internal plaster surfaces and finishes of all structural or load bearing walls and columns in that portion or which enclose the same, but not any other part of such walls and columns; 2. the entirety of all non-structural or non-load bearing walls and columns in that portion; 3. the inner half severed medially of the internal non-load bearing walls (if any) that divide the same from other parts of the Building; 4. the floor finishes of that portion [and all carpets] save that the lower limit of the Demised Premises shall not extend to anything below the floor finishes [except that raised floors and the cavity below them shall be included]; 5. the ceiling finishes of that portion, including all suspended ceilings (if any) and light fittings save that the upper limit of the Demised Premises shall not extend to anything above the ceiling finishes [except that the cavity above any suspended ceilings shall be included]; 6. all window frames and window furniture and all glass in the windows and all doors, door furniture and door frames; the entire external shop front / facade, walls, gates, lighting, signage, CCTV and security shutters located on both elevations being Newtownpark Avenue and Rockville Road. 7. all sanitary and hot and cold water apparatus and equipment and the radiators (if any) in that portion and all firefighting equipment and hoses in that portion; 8. all Conduits in that portion and exclusively serving the same; 9. all the Conduits and Plant in, upon, over or under and exclusively serving the 	

Name of Chagor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>same;</p> <p>10. all Landlord's fixtures and fittings now or afterwards in or upon the same;</p> <p>11. all additions, alterations and improvements to that portion;</p> <p>but excluding the airspace above and the ground below the Building."</p> <p>HELD under Indenture of Lease dated the 10th February 2016 and made between Abbeyroyal Limited of the first part, Triode Newhill LHP Limited of the second part and BWG Foods of the third part for a TERM of 25 Years from the 13th of October 2015 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill LHP Limited	1 Talbot Street and 26 Marlborough Street	<p>ALL THAT portion of the Building comprising the basement and Ground floor thereof and shown outlined in red on the Plan numbered 2 annexed hereto and including:-</p> <ol style="list-style-type: none"> 1. the internal plaster surfaces and finishes of all structural or load bearing walls and columns therein or which enclose the same, but not any other part of such walls and columns; 2. the entirety of all non-structural or non-load bearing walls and columns therein; 3. the inner half severed medially of the internal non-load bearing walls (if any) that divide the same from other parts of the Building; 	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>4. the floor finishes thereof [and all carpets] save that the lower limit of the Demised Premises shall not extend to anything below the floor finishes [except that raised floors and the cavity below them shall be included];</p> <p>5. the ceiling finishes thereof, including all suspended ceilings (if any) and light fittings save that the upper limit of the Demised Premises shall not extend to anything above the ceiling finishes [except that the cavity above any suspended ceilings shall be included];</p> <p>6. all window frames and window furniture and all glass in the windows and all doors, door furniture and door frames;</p> <p>7. all sanitary and hot and cold water apparatus and equipment and the radiators (if any) therein and all fire-fighting equipment and hoses therein;</p> <p>8. all Conduits therein and exclusively serving the same."</p> <p>HELD under Indenture of Lease dated the 20th May 1999 between John Clohisey of the One Part and Ashglen Property Company Limited of the Other Part for a TERM of 35 Years from the 2nd of May 1999 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhall LHP	3/5 Orwell Road Rathgar	ALL THAT the entire of the lands and premises known as 3/5 Orwell Road Rathgar	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
Limited		<p>in the City of Dublin"</p> <p>HELD under Indenture of Lease dated the 9th April 1990 and made between Town and Country Investments plc of the one part and Local Stores (Property) Limited of the other part</p> <p>for a term of 35 Years from the 2nd March 1990 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill Limited	23 Sandymount Green Dublin 4	<p>ALL THAT ALL THAT AND THOSE the ground floor shop situate at the premises now known as 23, Sandymount Green in the City of Dublin being more particularly delineated on the Map or Plan annexed to Indenture of Conveyance dated the 18th of May, 1989 and made between Chevas Securities Limited of the First Part, Allied Irish Investment Bank plc of the Second Part, Sandymount Village Centre Management Limited of the Third Part, Mega Developments Limited of the Fourth Part and Transmyth Limited of the Fifth Part and thereon coloured Green."</p> <p>HELD under an Indenture of Lease dated the 17th October 2006 and made between Mega Developments Limited of the one part and Eight to Twelve Limited of the other part for a TERM of 25 years from the 17th October 2006 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill Limited	24 Sandymount Green Dublin 4	<p>ALL THAT AND THOSE the hereditaments and premises known as The Ground Floor, 24 Sandymount Green, Dublin 4 more particularly delineated on the Map annexed hereto and thereon edged in Red"</p> <p>HELD under an Indenture of Lease dated the 19th December 1988 and made between Mega Developments Limited of the one part and Local Stores (Property) Limited of the other part for a TERM of 35 years from the 10th October 1988 subject to the yearly rent thereby reserved and the covenants and conditions therein</p>	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		contained	
Triode Newhill LHP Limited	120/122 Lower Kilmacud Road	<p>ALL THAT ALL THAT AND THOSE the hereditaments and premises known as Number 120 and 122 Lower Kilmacud Road, Kilmacud, County Dublin as outlined in red on the Map annexed hereto”</p> <p>HELD under an Indenture of Lease dated the 16th December 1990 and made between Klostertoffeln Limited of the one part and Local Stores (Property) Limited of the other part for a term of 35 years from the 10th October 1990 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill LHP Limited	Blackwater, Co Wexford	<p>ALL THAT AND THOSE that part of the Estate being the convenience store and yard situate at Blackwater, County Wexford being part of the property in Folio 56608F, County Wexford which for the avoidance of doubt consists of the convenience store delineated on the map or ground floor plan attached hereto and outlined with a red and a yellow verge line together with the benefit of the Off Licence attaching thereto and together with the yard to the rear of the convenience store outlined with a green verge line and including the ceiling but excluding the floor of the Hotel above that part of the shop which is outlined in yellow on the said map “</p> <p>HELD under Indenture of Lease dated the 7th October 2016 made between Zuegma Limited of the one part and Triode Newhill LHP Limited of the other part for a TERM of 20 Years from the 7th October 2016 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill LHP Limited	Castleforbes Square Dublin 1	ALL THAT AND THOSE that part of the Complex (as that term is defined in the Lease) comprising the ground floor retail unit situate in Block E of the Complex and which is situate sat Castleforbes Road being part of the Complex known as Castleforbes Square, Dublin 1 and which is shown for identification purposes inlined by a red verge line on Map 2 annexed hereto and which has an agreed net lettable	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>floor of 335.95 square meters (3,616 square feet) and including:</p> <p>The internal surfaces and finishes of all structural or load bearing walls, columns, beams and slabs therein or which enclose the same but not any other part of such walls and columns.</p> <p>The entirety of all non structural or non load bearing walls and columns therein.</p> <p>The floor finishes thereof save that the lower limit of the Demised Premises shall not extend to anything below the floor finishes.</p> <p>The soffit of the first floor slab and the surface only of any downstand beam (if any).</p> <p>The shop front and all window frames and window furniture and all glass in the windows and all doors, door furniture and door frames.</p> <p>All Conduits therein and exclusively serving the same.</p> <p>Any additions to the Demised Premises.</p> <p>AND for the avoidance of doubt IT IS HEREBY AGREED AND DECLARED that the Demised Premises shall not include the Retained Parts (as that term is defined in the Lease).</p> <p>HELD under Indenture of Lease dated the 29th June 2006 and made between Danninger of the One Part and Astensbond Limited of the Other part for a Term of 25 years from the 14th May 2006 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill Limited	College Green Dublin 2	<i>ALL THAT AND THOSE</i> the accommodation comprising the entire Ground Floor including one Office at the rear thereof, the Ground Floor Walk-In Vault, internal staircase providing access to the basement level comprising toilets serving the	

Name of Chagor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>Ground Floor and Basement, Basement Walk-In Vault of the premises known as 36 College Green in the City of Dublin TOGETHER with the use [common with the Landlord and other Tenants of the premises] of the entrance, entrance hall and steps leading thereto"</p> <p>HELD under Indenture of Lease dated the 30th March 1998 and made between Kieran McGuinness of the One Part and Books Upstairs Limited of the Other Part for a term of 35 Years from 1st March 1988 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill LHP Limited	Dublin Road Shankill Co Dublin Dublin	<p>ALL THAT ALL THAT AND THOSE the self- contained shop situate on the ground floor of "Lisheen", Dublin Road, Shankill, Co Dublin</p> <p>Formally known as "Newsplus" and now known as "Spar"</p> <p>HELD under an Indenture of Lease dated the 31st August 1989 and made between Terence McNamee of the one part and Michael O'Reilly of the Other Part for a TERM of 35 years from the 1st December 1988 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill LHP Limited	Unit 6A Bagnall's Shopping Centre Main St Kinnegad Co Westmeath	<p>ALL THAT AND THOSE the ground and first floor premises known as Retail Unit 6A shown edged in red on Plan B and Plan C annexed hereto being part of the building situate at Main Street, Kinnegad, Barony of Farbill and County of Westmeath known as Bagnall's Shopping Centre which said premises include:</p> <p>The internal faces of the external walls and all of the structural or load bearing walls and columns therein which bound or enclose the same but not any other part of such walls or columns;</p> <p>The entirety of all non-structural or non-load bearing walls therein;</p>	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>The inner half severed medially of the internal non-load bearing walls (if any) that divide the same from the other parts of the Shopping Centre;</p> <p>The floor finishes thereof save that the lower limit of the Demised Premises shall not extend to anything below the floor finished (except the raised floors and the cavity below them shall be included);</p> <p>Ceiling finishes thereof including all suspended ceilings (if any) and light fittings save that the upper limit of the Demised Premises shall not extend to anything above the ceiling finishes (except that the cavity above any suspended ceilings shall be included).</p> <p>All window frames and window furniture and all glass in the windows and all doors and furniture and door frames;</p> <p>The shop front of the Demised Premises;</p> <p>All tanks, radiators, cisterns, conduits, fixtures, fittings and heating equipment used solely for the purposes of the Demised Premises; and</p> <p>The Landlord's fixtures and fittings as are more particularly described in Schedule 3 hereto.</p> <p>TOGETHER WITH the post office area outlined in blue on Map B annexed thereto which said post office area is HELD SUBJECT TO AND WITH THE BENEFIT OF a periodic rolling tenancy between (1) the Landlord and (2) Lisa Bagnall</p> <p>BUT EXCEPTING the roof, foundations, the load bearing walls and columns including the cladding and the exterior of the floors and ceilings and all other structural parts of the Shopping Centre."</p> <p>HELD under Indenture of Lease dated the 10th November 2016 and made between</p>	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		Robert Bagnall and Teresa Bagnall of the first part, Ken Fennell of the second part, Triode Newhill LHP Limited of the third part and BWG Group of the fourth part for a TERM of 10 Years from the 10th November 2016 subject to the yearly rent thereby reserved and the covenants and conditions therein contained	
Triode Newhill LHP Limited	Leeson St Upper No 141[Yard]	<p>ALL THAT the premises known as the yard at the rear of 141 Upper Leeson Street, Dublin 4 <i>outlined in red on the plan</i> and including without prejudice to the generality of the foregoing:</p> <ol style="list-style-type: none"> 1. all the Conduits in, upon, over or under and exclusively serving the same; 2. all Landlord's fixtures and fittings now or afterwards in or upon the same; 3. all additions, alterations and improvements to them; <p>but excluding the airspace above and the ground below the Demised Premises."</p> <p>HELD under Indenture of Lease dated the 1st February 2017 and made between Joseph Byrne and David Byrne of the one part and Triode Newhill LHP Limited of the other part for a TERM of 10 Years from the 1st February 2017 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill LHP Limited	Retail shop unit at Capel Street Dublin 1	<p>ALL THAT AND THOSE that part of the Complex comprising the ground floor Retail Unit and which is situate at Capel Street and Upper Abbey Street in the Parish of St Mary and City of Dublin being part of the Complex and which is known or intended to be known as No.150 Upper Abbey Street Dublin 1 and which is shown for identification purposes inclined by a red verge line on Plan B annexed hereto and which as an agreed lettable floor area of 387 square meters (4165 square feet) and including:</p> <ol style="list-style-type: none"> 1. The internal surfaces and finishes of all structural or load bearing walls, 	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>columns, beams and slabs therein or which enclose the same but not any other part of such walls and columns;</p> <p>2. The entirety of all non structural or non load bearing walls and columns therein;</p> <p>3. The floor finishes thereof save that the lower limit of the Demised Premises shall not extend to anything below the floor finishes;</p> <p>4. The soffit of the first floor slab and the surface only of any downstand beam(if any);</p> <p>5. The shop front and all window frames and window furniture and all glass in the windows and all doors ,m door furniture and door frames;</p> <p>6. All conduits therein and exclusively serving same</p> <p>7. Any additions to the Demised Premises</p> <p>AND for the avoidance of doubt IT IS HEREBY AGREED AND DECLARED that the Demised Premises shall not include the Retained Parts”</p> <p>HELD under Indenture of Lease dated the 26th May 2006 and made between Danninger of the One Part and Astensbond Limited of the Other Part [as varied by Deed of Variation and Licence to Assign dated the 26th May 2016 and made between Ulysses Properties Limited Partnership of the first part, Astensbond Limited of the second part, Triode Newhill LHP Limited of the third part and BWG Foods of the fourth part]for a TERM of 25 Years from the 11th April 2006 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode	Retail Shop Unit The Island	ALL THAT AND THOSE the retail shop unit situate at basement level and ground	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
Newhill LHP Limited	Chapelizod	<p>floor level in the Landlords development known as The Island, Chapelizod, Dublin 20 being part of the lands comprised in Folio 75690L of the register County Dublin and which has an agreed net lettable floor area of 3,728 square feet and which premises for identification purposes is shown inlined by a red verge line on Plan B 1 and Plan B 2 annexed hereto and including ;</p> <ol style="list-style-type: none"> 1. the internal plaster surfaces and finishes of all structural or load bearing walls and columns therein or which enclose same, but not any other parts of such walls and columns; 2. the entirety of non structural or non load bearing walls and columns therein; 3. the inner half severed medially of the internal load bearing walls (if any) that divide the same from other parts of the Adjoining Property; 4. floor finished thereof save that the lower limit of the Demised Premises shall not extend to anything below the floor finishes; 5. the ceiling finishes thereof, including all suspended ceilings, (if any) and light fittings save that the upper limit of the Demised Premises shall not extend to anything above the soffit of the structural slab. 6. all window frames and window furniture and all glass in the windows and all doors, door furniture and door frames; 7. all sanitary and hold and cold water apparatus and equipment and radiators (if any) therein and all fire fighting equipment and hoses (if any) therein; 8. all Conduits therein and exclusively serving the same". 	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>HELD under Indenture of Lease dated the 7th of December 2004 and made between Oze Construction of the One Part and Astensbond Limited of the Other Part [as varied by Deed of Variation dated 26th May 2016 and made between Ulysses Properties Limited Partnership of the first part, Astensbond Limited of the second part, Triode Newhill LHP Limited of the third part and BWG Foods of the fourth part] for a TERM of 25 Years from the 21st October 2004 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill Limited	Retails Unit Neighbourhood Shopping Centre, Carpenterstown Road, Castleknock Dublin 15	<p>HELD under an Indenture of Lease dated the 1st June 2003 and made between John Clohisey and Derrick Cronnelly of the one part and Kingsbrook Investments Limited of the other part and therein described as,</p> <p>“ALL THAT portion of the Building known as Retail Unit 2 part of the Development known as the Neighbourhood Shopping Centre, Carpenterstown Road, Castleknock in the County of Dublin being portion of the property comprised in Folio 110973F of the Register of Freeholders County Dublin and being more particularly described and delineated on the Map attached hereto and thereon inlined in red including [but not by way of exception]:-</p> <p>[a] the ceilings and floors of the Demised Premises;</p> <p>[b] All tanks, radiators, cisterns, conduits, fixtures, fittings and heating equipment used solely for the purpose of the Demised Premises;</p> <p>[c] The interior faces of the external walls and of the party structures bounding or enclosing the Demised Premises;</p> <p>[d] The glass in the windows and the doors of the Demised Premises</p> <p>BUT EXCEPTING the roof, the floor, the foundations, the structural parts and [save to the extent mentioned as (c) above] the external walls and party structures of or within the said Development [other than the windows and the glass therein and the</p>	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		interior faces of the external walls], all structural parts of the walls within the Demised Premises the pre-cast slabs to which the floors and ceilings of the Retail Units are attached and the ground under the Demised Premises “ for a term of 35 years from the 1st June 2003 subject to the yearly rent thereby reserved and the covenants and conditions therein contained	
Triode Newhill LHP Limited	Supermarket at Main St, Rochfortbridge Westmeath	<p>ALL THAT AND THOSE the ground and first floor premises known as the Supermarket shown edged in red on Map B and Map C annexed hereto being part of the building situate at Main Street, Rochfortbridge in the townland of Rahanine, in the Civil Parish of Moyliscar, Barony of Fartullagh and County of Westmeath which said premises include:</p> <p>The internal faces of the external walls and all of the structural or load bearing walls and columns therein which bound or enclose the same but not any other part of such walls or columns;</p> <p>The entirety of all non-structural or non-load bearing walls therein;</p> <p>The inner half severed medially of the internal non-load bearing walls (if any) that divide the same from the other parts of the Shopping Centre;</p> <p>The floor finishes thereof save that the lower limit of the Demised Premises shall not extend to anything below the floor finished (except the raised floors and the cavity below them shall be included);</p> <p>Ceiling finishes thereof including all suspended ceilings (if any) and light fittings save that the upper limit of the Demised Premises shall not extend to anything above the ceiling finishes (except that the cavity above any suspended ceilings shall be</p>	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>included).</p> <p>All window frames and window furniture and all glass in the windows and all doors and furniture and door frames;</p> <p>The shop front of the Demised Premises;</p> <p>All tanks, radiators, cisterns, conduits, fixtures, fittings and heating equipment used solely for the purposes of the Demised Premises; and</p> <p>The Landlord's fixtures and fittings as are more particularly described in Schedule 3 hereto.</p> <p>TOGETHER WITH the post office area outlined in blue on Map B annexed hereto which said post office area is HELD SUBJECT TO AND WITH THE BENEFIT OF a periodic rolling tenancy between (1) the Landlord (2) Elaine Ryan Bradley “</p> <p>BUT EXCEPTING the roof, foundations, the load bearing walls and columns including the cladding and the exterior of the floors and ceilings and all other structural parts of the Shopping Centre.”</p> <p>HELD under Indenture of Lease dated the 9th November 2016 and made between Robert Bagnall and Teresa Bagnall of the first part, Ken Fennell of the second part ; Triode Newhill LHP Limited of the third part and BWG Group of the fourth part for a TERM of 10 Years from the 9th November 2016 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill LHP Limited	The Tramyard Dublin 8 Inchicore	<p>ALL THAT AND THOSE the Ground Floor and Basement level retail shop unit situate at Station House, the Tramyard, Inchicore, Dublin 8 and which for identification purposes is shown inlined by a red verge line on Plan B1 and Plan B2 annexed hereto and including;</p>	

Name of Charger	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<ol style="list-style-type: none"> 1. the internal plaster surfaces and finishes of all structural or load bearing walls and columns therein or which enclose same, but not any other parts of such walls and columns; 2. the entirety of non structural or non load bearing walls and columns therein; 3. the inner half severed medially of the internal load bearing walls (if any) that divide the same from other parts of the Adjoining Property; 4. floor finished thereof save that the lower limit of the Demised Premises shall not extend to anything below the floor finishes; 5. the ceiling finishes thereof, including all suspended ceilings, (if any) and light fittings save that the upper limit of the Demised Premises shall not extend to anything above the soffit of the structural slab. 6. all window frames and window furniture and all glass in the windows and all doors, door furniture and door frames; 7. all sanitary and hold and cold water apparatus and equipment and radiators (if any) therein and all fire fighting equipment and hoses (if any) therein; 8. all Conduits therein and exclusively serving the same <p>AND for the avoidance of doubt it is hereby agreed and declared that the Demised Premises shall not include the Retained Parts."</p> <p>HELD under Indenture of Lease dated the 31st May 2004 and made between Fabrizio Developments of the One Part and Astenbond Limited of the Other Part [as varied by Deed of Variation dated 26th May 2016 and made between Ulysses Properties Limited Partnership of the first part, Astenbond Limited of the second part, Triode Newhill LHP Limited of the third part and BWG Foods of the fourth part] for a term of 25 Years from the 31st May 2004 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill LHP	Unit E4 Millennium Walkway Abbey Street,	ALL THAT portion of the Building known as Unit 4 Chapter House Millennium Walkway in the City of Dublin being more particularly described and delineated on	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
Limited	Dublin 1	<p>Plan B annexed hereto and thereon inlined in red and including :</p> <ol style="list-style-type: none"> 1. The internal plaster surfaces and finishes of all structural or load bearing walls and columns thereof but not any other part of such walls and columns; 2. The entirety of all non-structural or non-load bearing walls and columns therein; 3. The inner half severed medially of the internally non-load bearing walls (if any) that divide the same from other parts of the Building; 4. The floor finishes thereof [and all carpets] save that the lower limit of the Demised Premises shall not extend to anything below the floor finishes [except that raised floors and the cavity below them shall be included] 5. The ceiling finishes thereof, including all suspended ceilings (if any) and light fittings save that the upper limit of the Demised Premises shall not extend to anything above the ceiling finishes [except that the cavity above any suspended ceilings shall be included]. 6. All window frames and window furniture and all glass in the windows and all 7. All sanitary and hot and cold water apparatus and equipment and the radiators (if any) therein and all firefighting equipment and hoses therein; 8. All Conduits therein exclusively serving same" <p>HELD under an Indenture of Lease dated the 15th September 2006 and made between John Clohisey and Derrick Cronnelly of the first part and Astebond Limited of the second part and Newhill Limited of the third part for a TERM of 20 years from the 15th September 2006 subject to the yearly rent thereby reserved and the</p>	

Name of Chargor	Property/Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
Triode Newhill LHP Limited	Unit 1 Glen Easton Leixlip Co Kildare	<p>covenants and conditions therein contained</p> <p>ALL THAT portion of the Building formerly known as Units 1 and 2 and now known as Unit 1 Glen Easton , Easton Road , Leixlip in the County Kildare and shown outlined in red on the plan numbered 2 annexed to the Lease and including</p> <ol style="list-style-type: none"> 1. the internal plaster surfaces and finishes of all structural or load bearing walls and columns therein or which enclose the same, but not any other part of such walls and columns; 2. the entirety of all non-structural or non-load bearing walls and columns therein; 3. the inner half severed medially of the internal non-load bearing walls (if any) that divide the same from other parts of the Building; 4. the floor finishes thereof [and all carpets] save that the lower limit of the Demised Premises shall not extend to anything below the floor finishes [except that raised floors and the cavity below them shall be included]; 5. the ceiling finishes thereof, including all suspended ceilings (if any) and light fittings save that the upper limit of the Demised Premises shall not extend to anything above the ceiling finishes [except that the cavity above any suspended ceilings shall be included]; 6. all window frames and window furniture and all glass in the windows and all doors, door furniture and door frames; 7. all sanitary and hot and cold water apparatus and equipment and the radiators (if any) therein and all fire fighting equipment and hoses therein; 8. all Conduits therein and exclusively serving the same;" 	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		HELD under an Indenture of Lease dated the 30th July 2001 and made between John Clohisey and Derrick Cronnelly of the one part and Harrisvale Limited of the other part a TERM of 20 years from the 16th November 2000 subject to the yearly rent thereby reserved and the covenants and conditions therein contained	
Triode Newhill LHP Limited	Unit 3 Swords Retail Centre	<p>ALL THAT the Unit No 3 Ground Floor Level , Swords Retail and Residential Centre in the town of Swords at the junction of the of the road leading to Forrest Road and the main Dublin Road , situate in the Barony of Nethercross and County of Dublin which for the purposes of identification only is shown on the Plan and thereon edged red and shall include:-</p> <p>(a) The inner half (served medially) on the walls which separate the Demised Premises from other Lettable Premises or from parts of the Retained Premises other than the Common Parts</p> <p>(b) All the boundary walls of the said Unit other than those referred to in (a) above and including those separating the Demised Premises from the Common Parts .</p> <p>(c) All the walls pillars and columns and other parts of the Main Structure within the Demised Premises.</p> <p>(d) The slabs forming the floors of the Demised Premises (except where there are Lettable Premises or Retained Premises beneath or above where the Demised Premises shall extend only to the upper half or the lower half respectively (served medially) of the floor of the slab).</p> <p>(e) The plaster or other surfaces of the ceilings of the Demised Premises and the whole of any false ceiling (and any void between such false ceilings above).</p>	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>(f) The whole of any shop and office front and fascias.</p> <p>(g) The whole of any doors and windows fitted in the walls which bound the Demised Premises and their frames and fixings .</p> <p>(h) All conduits within and serving exclusively the Demised Premises.</p> <p>(i) All fixtures and fittings within the Demised Premise or attached to the shop front and fascias windows or doors of the Demised Premises (except tenants and trade fixtures and fittings).</p> <p>(j) Any additions to the Demised Premises “</p> <p>HELD under an Indenture of Lease dated the 22nd July 1996 and made between Purglen Limited of the First Part, David Courtney and Bernard Doyle of the Second Part Swords Town Centre Management Limited of the Third Part , Ashglen Property Company Limited of the Fourth Part and Newhill Limited of the Fifth Part for a TERM of 25 years from the 14th July 1996 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill Limited	Retail shop 29/31 Glastule Road, Glastule, Co Dublin	<p>ALL THAT AND THOSE the premises known or intended to be known as the Retail Unit on the ground floor of the Development at the Forum 29-31 Glasthule Road, Glasthule in the County of Dublin comprising 196 Sq m together with the car park at the rear of the Retail Unit comprising 160 Sq m of the Development and being more particularly delineated on the floor plan which is marked Plan 2 annexed hereto and surrounded by a red verge line together with:</p> <ol style="list-style-type: none"> 1. the inner half (severed medially) of the walls (including all doors and window frames and glass therein) which separate the demised premises from any other part of the Development all the walls, pillars and columns and other 	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>parts of the main structure within the Unit.</p> <p>2. the inner half of the slabs forming the floors and ceilings of the Unit (severed medially).</p> <p>3. such utilities as exclusively serve and are within the Unit.</p> <p><u>TOGETHER WITH:</u></p> <p>1. The right to the uninterrupted passage of the Utilities (in common with the Lessor and Lessees or owners of other Units and all other persons entitled thereto) through and from the Conduits laid on or over, under or through any other parts of the Development or any extension thereof or other contiguous or adjacent lands and premises of the Lessor.</p> <p>2. The right in common with the Lessor and Lessees and owners of other Units and parts of other Units in the Development and all other persons similarly entitled or authorised during the said Term to pass and repass with or without cars or other mechanically propelled vehicles over the roadways in the Common Areas and to use the Common Areas for the purpose for which each part is designed by the Management Company from time to time.</p> <p>3. The exclusive right to park motor cars on two spaces in the Car Park Spaces as identified on the ground in the Development with numbers 20 and 21 and so marked on Plan 1 attached hereto.</p> <p>4. The right in common with the Lessor and Lessees and owners of other Units and all other persons similarly entitled or authorised to pass and repass over the Common Areas."</p> <p>HELD under Indenture of Lease dated the 29 April 2004 and made between John Lavery, Patrick Dowling, Timothy O'Sullivan, Mark Byrne, Peter Houlihan and Patrick Macklin of the First Part 4M Investments Management Company Limited of</p>	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		the Second Part and Forum Foods Limited of the Third Part for a term of 25 Years from the 1st March 2004 subject to the yearly rent thereby reserved and the covenants and conditions therein contained	
Triode Newhill LHP Limited	Units 1 & 2 Goldstone Court Clogher Road Crumlin	<p>ALL THAT and those the Retail Units 2 and 3, Goldstone Court, Clogher Road, Crumlin in the Parish of St. James and County Borough of Dublin including the surfaces of the floors and ceilings of the Retail Units but excluding the roof and the external walls of the Retail Units [other than the windows and the glass therein and the interior faces of the external walls], all structural parts of the walls within the Retail Units the pre-cast slabs to which the floors and ceilings of the Retail Units are attached and the ground under the Retail Units together with the carpark space numbered 21 being the property edged red on the Map annexed to Lease dated the 26th September 2006 and made between John Clohisey and Derrick Cronnelly of the one part and Ashglen Property Company Limited of the other part “</p> <p>HELD under an Indenture of Lease dated the 26th September 2006 and made between John Clohisey and Derrick Cronnelly of the one part and Ashglen Property Company Limited of the other part for a TERM of 25 years from the 1st September 2006 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	
Triode Newhill LHP Limited	Units 1E Chapter House Millennium Walkway Abbey Street, Dublin 1	<p>ALL THAT part of the Building comprising portion of the ground floor known as Retail Unit 1E, Millennium Walkway, Upper Abbey Street in the Parish of St Mary and City of Dublin and which premises are shown edged in red on the map annexed hereto which includes:</p> <ol style="list-style-type: none"> 1. The internal plaster surfaces and finishes of all structural or load bearing walls, columns, beams and slabs therein or which enclose the same but not any other part of such walls and columns; 2. The entirety of all non-structural or non-load bearing walls and columns 	

Name of Chargor	Property/ Town / County / Townland / Parish	Description of property	Land Registry folio number (if applicable)
		<p>therein;</p> <ol style="list-style-type: none"> 3. The inner half severed medially of the internally non-load bearing walls (if any) that divide the same from other parts of the Building; 4. The floor finishes thereof save that the lower limit of the Demised Premises shall not extend to anything below the floor finishes, except that raised floors and the cavity below them shall be included; 5. The ceiling finishes thereof, including all suspended ceilings (if any) and light fittings save that the upper limit of the Demised Premises shall not extend to anything above the ceiling finishes, except that the cavity above any suspended ceilings shall be included. 6. All window frames and window furniture and all glass in the windows and all doors, door furniture and door frames; 7. All sanitary and hot and cold water apparatus and equipment and the radiators (if any) therein and all firefighting equipment and hoses therein; 8. All Conduits and Plant therein which exclusively serve the Demised Premises." <p>HELD under an Indenture of Lease dated the 30th November 2016 and made between John Clohisey and Derrick Cronnelly of the first part and Triode Newhill LHP Limited of the second part and BWG Foods of the third part for a TERM of 8 years and 2 months from the 1st December 2016 subject to the yearly rent thereby reserved and the covenants and conditions therein contained</p>	

PART 2
FLOATING PROPERTY

None specified at the date of the deed

SCHEDULE 3

SHARES

	Chargor			Company in Which Shares are Held	Number and Class of Shares held
1.	Triode Limited	Newhill Finance		Newhill Limited	3,461,540 ordinary shares of €1.27 each
2.	Triode Limited	Newhill Finance		Ashglen Property Company Limited	260,000 Ordinary shares of €1.27 each
3.	Triode Limited	Newhill Finance		Astenbond Limited	2 Ordinary shares of €1 each
4.	Triode Limited	Newhill Finance		Avislade Limited	2 Ordinary shares of €1 each
5.	Triode Limited	Newhill Finance		Ballavair Holdings Limited	2 Ordinary shares of €1.27 each
6.	Triode Limited	Newhill Finance		Calwood Properties Limited	12 Ordinary shares of €1.27 each
7.	Triode Limited	Newhill Finance		Doyles Stores Glenageary Limited	100 Ordinary Shares of €1.27 each
8.	Triode Limited	Newhill Finance		Eight to Twelve Limited	147,957 Ordinary Shares of €1.27 each
9.	Triode Limited	Newhill Finance		Harrisvale Limited	2 Ordinary shares of €1.27 each
10.	Triode Limited	Newhill Finance		Kingsbrook Investments Limited	48 Ordinary shares of €1.27 each
11.	Triode Limited	Newhill Finance		Sancroft Limited	450,000 Ordinary shares of €1.27 each
12.	Triode Limited	Newhill Finance		Sangrove Properties Limited	12 Ordinary Shares of €1.27 each
13.	Triode Limited	Newhill Finance		Vanterwell Trading Limited	2 Ordinary shares of €1.27 each
14.	Triode Limited	Newhill Finance		Saso Supermarkets Limited	100 Ordinary shares of €1.27 each
15.	Triode Limited	Newhill Finance		Linnac Limited	2 Ordinary shares of €1.27 each
16.	Triode Limited	Newhill Finance		Lanesgrove Limited	2 Ordinary shares of €1.27 each
17.	Triode Limited	Newhill Finance		Hollystown Village Centre Limited	100 Ordinary shares of €1.27 each
18.	Triode Limited	Newhill Acquisitions		Triode Newhill Finance Limited	1 ordinary share of €0.01 each
19.	Triode Limited	Newhill Finance		Triode Newhill Limerick Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
20.	Triode Limited	Newhill Finance		Triode Newhill Cherrywood Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares

					of €0.01 each
21.	Triode Limited	Newhill	Finance	Triode Newhill Corbally Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
22.	Triode Limited	Newhill	Finance	Triode Newhill Ringsend Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
23.	Triode Limited	Newhill	Finance	Triode Newhill Leopardstown Valley Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
24.	Triode Limited	Newhill	Finance	Triode Newhill Maynooth Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
25.	Triode Limited	Newhill	Finance	Triode Newhill Taghmon Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
26.	Triode Limited	Newhill	Finance	Triode Newhill Raheny Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
27.	Triode Limited	Newhill	Finance	Triode Newhill Castleknock Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
28.	Triode Limited	Newhill	Finance	Triode Newhill Sandycove Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
29.	Triode Limited	Newhill	Finance	Triode Newhill Corrig Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
30.	Triode Limited	Newhill	Finance	Triode Newhill Gardiner Street Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
31.	Triode Limited	Newhill	Finance	Triode Newhill Harrisvale Raheny Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
32.	Triode Limited	Newhill	Finance	Triode Newhill Cloghan Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
33.	Triode Limited	Newhill	Finance	Triode Newhill Kinvara Park Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each

34.	Triode Limited	Newhill	Finance	Triode Newhill Blanchardstown Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
35.	Triode Limited	Newhill	Finance	Triode Newhill Glasnevin Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
36.	Triode Limited	Newhill	Finance	Triode Newhill Swinford Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
37.	Triode Limited	Newhill	Finance	Triode Newhill Spencer Row Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
38.	Triode Limited	Newhill	Finance	Triode Newhill Ballyboughal Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
39.	Triode Limited	Newhill	Finance	Triode Newhill Ballyfermot Limited	10,000 ordinary shares of €0.01 each and 2 deferred shares of €0.01 each
40.	Triode Limited	Newhill	Finance	Triode Newhill 19/22 Dame Street Limited	2 ordinary shares of €0.01 each
41.	Triode Limited	Newhill	Finance	Triode Newhill 176 South Circular Road Limited	2 ordinary shares of €0.01 each
42.	Triode Limited	Newhill	Finance	Triode Newhill Rathkeale Limited	2 ordinary shares of €0.01 each
43.	Triode Limited	Newhill	Finance	Triode Newhill Carlow Limited	2 ordinary shares of €0.01 each
44.	Triode Limited	Newhill	Finance	Triode Newhill North Kings Street Limited	1 ordinary share of €0.01
45.	Triode Limited	Newhill	Finance	Triode Newhill Hanover Street Limited	1 ordinary share of €0.01
46.	Triode Limited	Newhill	Finance	Triode Newhill Ennistymon Limited	1 ordinary share of €0.01
47.	Triode Limited	Newhill	Finance	Triode Newhill Newmarket-on-Fergus Limited	1 ordinary share of €0.01
48.	Triode Limited	Newhill	Finance	Triode Newhill Letterkenny Limited	1 ordinary share of €0.01
49.	Triode Limited	Newhill	Finance	Triode Newhill Bettystown Limited	1 ordinary share of €0.01
50.	Triode Limited	Newhill	Finance	Triode Newhill Ocean Point Wexford Limited	1 ordinary share of €0.01
51.	Triode Limited	Newhill	Finance	Triode Newhill Nangor Neighbourhood Centre Limited	1 ordinary share of €0.01
52.	Triode Limited	Newhill	Finance	Triode Newhill Ross Abbey Limited	1 ordinary share of €0.01
53.	Triode Limited	Newhill	Finance	Triode Newhill Talbot House Tallaght Limited	1 ordinary share of €0.01

54.	Triode Limited	Newhill	Finance	Triode Newhill Kylemore Terrace Waterville Limited	1 ordinary share of €0.01
55.	Triode Limited	Newhill	Finance	Triode Newhill Longwood Limited	1 ordinary share of €0.01
56.	Triode Limited	Newhill	Finance	Triode Newhill Moorefield Newbridge Limited	1 ordinary share of €0.01
57.	Triode Limited	Newhill	Finance	Triode Newhill Clonakilty Limited	1 ordinary share of €0.01
58.	Triode Limited	Newhill	Finance	Smithfield Retail Limited	99 ordinary share of €1.00
59.	Triode Limited	Newhill	Finance	Triode Newhill Priors Gate Limited	1 ordinary share of €0.01
60.	Triode Limited	Newhill	Finance	Discount Local Limited	1 ordinary share of €0.01
61.	Triode Limited	Newhill	Ennistymon	Paul Haugh Limited	100 ordinary shares of €1.00
62.	Triode Limited	Newhill	Rathkeale	P.S.H. Limited	100 ordinary shares of €1.00
63.	Triode Limited	Newhill	Finance	Triode Newhill Skerries Limited	1 ordinary share of €0.01
64.	Triode Limited	Newhill	Finance	Triode Newhill Thurles Limited	1 ordinary share of €0.01
65.	Triode Limited	Newhill	Finance	Triode Newhill Bayside Limited	1 ordinary share of €0.01
66.	Triode Limited	Newhill	Finance	Triode Newhill Gullivers Santry Limited	1 ordinary share of €0.01
67.	Triode Limited	Newhill	Finance	Triode Newhill Management Services Limited	1 ordinary share of €0.01
68.	Triode Limited	Newhill	Finance	Triode Newhill Portlaoise Limited	1 ordinary share of €0.01
69.	Triode Limited	Newhill	Finance	Triode Newhill FHP Limited	1 ordinary share of €0.01
70.	Triode Limited	Newhill	Finance	Triode Newhill Subway Limited	1 ordinary share of €0.01
71.	Triode Limited	Newhill	Finance	Triode Newhill Co R Limited	1 ordinary share of €0.01
72.	Triode Limited	Newhill	Finance	Triode Newhill Ranelagh Limited	1 ordinary share of €0.01
73.	Triode Limited	Newhill	Finance	Triode Newhill Dorset Street Limited	1 ordinary share of €0.01
74.	BWG Company	Group	Unlimited	Triode Newhill Acquisitions Limited	1,800,001 Ordinary shares of €0.01 each
75.	BWG Company	Group	Unlimited	Triode DDBCo Unlimited Company	1,900,000 Ordinary Shares of €0.01 each
76.	Triode Company	DDBCo	Unlimited	Triode PIKCo Unlimited Company	1,800,000 Ordinary Shares of €0.01 each
77.	Triode Company	PIKCo	Unlimited	Triode SeniorCo Unlimited Company	1,800,000 Ordinary Shares of €0.01 each

78.	Triode SeniorCo Unlimited Company	Triode DeductionCo Unlimited Company	1,800,000 Ordinary Shares of €0.01 each
79.	TIL Finance Luxembourg S.à r.l.	Triode Property Unlimited Company	100,000 Ordinary Shares of €0.01 each
80.	TIL Finance Luxembourg S.à r.l.	Triode CCCo Unlimited Company	100,000 Ordinary Shares of €0.01 each
81.	BWG Foods Unlimited Company	Second BWG Group Unlimited Company	One Ordinary Shares of €1.00 each 100 "B" Ordinary Shares of €1.00 each
82.	Triode Acquisitions UK Limited	BWG Foods Holdings Unlimited Company	51,828,315 Ordinary Shares of €1.00 each
83.	BWG Foods Unlimited Company	First BWG Group Unlimited Company	One Ordinary Share of €1.00 each
84.	BWG Foods Unlimited Company	Spar (Ireland) Limited	8,002 Ordinary Shares of €1.2697 each
85.	BWG Foods Unlimited Company	Value Centres (Ireland) Limited	100 Ordinary Shares of €1.2697 each
86.	BWG Foods Unlimited Company	Looney & Co. Limited	46,000 Ordinary Shares of €1.26974 each 9,500 Preference Shares of €1.2697 each
87.	BWG Foods Unlimited Company	Mace Marketing Services (Ireland) Limited	12 Ordinary Shares of €12.6974 each
88.	BWG Foods Holdings Unlimited Company	Triode CCCo Unlimited Company	200,000,000 Cumulative Preference Shares of €1.00
89.	Triode CCCo Unlimited Company	BWG Foods Unlimited Company	1,715 Ordinary Shares of €0.3174 each 600,000 Deferred Shares of €0.3174 each
90.	BWG Foods Unlimited Company	Mangan Bros. Group Unlimited Company	20,009 Ordinary Shares of €1.00 each
91.	Caher Limited	BWG Group Unlimited Company	1,300 Ordinary Shares of €1 each
92.	Triode Newhill Finance Limited	Triode Newhill Abbey Street Limited	One Ordinary Share of €1 each
93.	Triode Newhill Finance Limited	Triode Newhill Decies Road Limited	One Ordinary Share of €1 each
94.	Triode Newhill Finance Limited	Triode Newhill LHP Limited	One Ordinary Share of €0.01 each
95.	Triode Newhill Finance Limited	Triode Newhill FS Limited	One Ordinary Share of €1 each

SCHEDULE 4

PART 1

ASSIGNED CONTRACTS

1. Agreement dated 23 January 2015 made between BWG Foods as buyer, ADM Londis plc as the company, and Londis Topshop Limited.
2. The cash offer document by BWG Foods to acquire ADM Londis plc dated 23 January 2015.
3. Share Purchase Agreement dated 17th October 2006 made between BWG Group Limited and Triode Newhill Acquisitions Limited;
4. Franchise Agreement 1st November 2014 entered into by Triode Newhill Glasnevin Limited with Eddie Hayes in respect of premises at 6 / 7 Glasnevin Terrace, D1
5. Franchise Agreement 12th February 2011 entered into by Triode Newhill FHP Limited with Clarke Retail Limited in respect of premises at Main Street Rathcoole, Co Dublin
6. Franchise Agreement 6th May 2005 (Renewed 6th May 2015) entered into by Triode Newhill FHP Limited with John Gilmore in respect of premises at Weavers Row, Clonsilla, D15
7. Franchise Agreement 30th January 2006 (Renewed 30th January 2016) entered into by Triode Newhill FHP Limited with Rory Creighan in respect of premises at Unit 1 & 2 Leixlip Shopping Centre, Main Street Leixlip
8. Franchise Agreement 12th January 2009 entered into by Triode Newhill Leopardstown Valley Limited with Joanne Nolan in respect of premises at Unit 5, Leopardstown Valley Shopping Centre, Ballyogan, D18
9. Franchise Agreement 23rd May 2013 entered into by Triode Newhill Maynooth Limited with Rory Creighan in respect of premises at Newton Shopping Centre, Maynooth, Co Kildare
10. Franchise Agreement 7th November 2001 (Renewed 7th November 2011) entered into by Triode Newhill FHP Limited with Joe Byrne in respect of premises at Unit 3 Gandon House, IFSC, D1
11. Franchise Agreement 21st July 2008 entered into by Triode Newhill FHP Limited with Cartman Supermarket Limited in respect of premises at Mountoval Shopping Centre, Rochestown, Cork
12. Franchise Agreement 1st February 2011 entered into by Triode Newhill FHP Limited with Brixen Limited in respect of premises at Ferrybank, Co Waterford
13. Franchise Agreement 19th September 2017 entered into by Avislade Limited with Ralphs Feltrim Ltd in respect of premises at Feltrim Shopping Centre, Kinsealy, Swords, Co Dublin
14. Franchise Agreement 20th August 2003 (Renewed 20th August 2013) entered into by Triode Newhill Cherrywood Limited with Hettie Black in respect of premises at Block D, Cherrywood Science & Technology Park, Loughlinstown, Co Dublin
15. Franchise Agreement 26th October 2006 (Renewed 26th October 2016) entered into by Triode Newhill Taghmon Limited with John Conway in respect of premises at Main Street, Taghmon, Co Wexford.

16. Franchise Agreement 10th December 2012 entered into by Triode Newhill Ringsend Limited with Clarke Retail Limited in respect of premises at 14 Thorncastle Street, Ringsend, Dublin 4.
17. Franchise Agreement 19th September 2013 entered into by Ballavair Holdings Limited with Taiba Traders Limited in respect of premises at Units 1&2 St Patricks Court, Clanbrassil Street, D8
18. Franchise Agreement 15th April 2004 (Renewed 15th April 2014) entered into by Triode Newhill Spencer Row Limited with Michael O'Driscoll in respect of premises at 70-72 Talbot Street, Corner Of Spencer Row, Dublin 1
19. Franchise Agreement 1st February 2008 (Renewed 3rd May 2014) entered into by Triode Newhill Swinford Limited with Derek Kennedy Retail Limited in respect of premises at Swinford, Co Mayo
20. Franchise Agreement 13th February 2018 entered into by Hollystown Village Centre Limited with John Cantwell in respect of premises at Hollystown Service Station, Mulhuddart, Dublin 15
21. Franchise Agreement 21st July 2011 entered into by Triode Newhill FHP Limited with DCSL Limited in respect of premises at Main St, Templemore, Co Tipperary
22. Franchise Agreement 5th June 2009 entered into by Triode Newhill Cloghan Limited with Galfer Filling Station Limited in respect of premises at Hillstreet, Cloghan, Co Offaly
23. Franchise Agreement 30th June 2005 (Renewed 30th June 2015) entered into by Triode Newhill Kinvara Park Limited with John Cantwell in respect of premises at 37 Kinvara Park, Ashtown, Dublin 7
24. Franchise Agreement 31st March 2006 (Renewed 31st March 2016) entered into by Triode Newhill Blanchardstown Limited with Kevin Farrelly in respect of premises at Main Street, Blanchardstown Village, Dublin 15
25. Franchise Agreement 23rd January 2009 entered into by Triode Newhill 176 South Circular Road Limited with AAP Retail Limited in respect of premises at 176 South Circular Road.
26. Franchise Agreement 15th December 2008 entered into by Triode Newhill Moorefield Newbridge Limited with Brian Hoey in respect of premises at Moorefield, Newbridge.
27. Franchise Agreement 26th August 2011 entered into by Triode Newhill Ennistymon Limited with Cartman Supermarkets Limited in respect of premises at Ennistymon.
28. Franchise Agreement 9th March 2014 entered into by Triode Newhill Clonakilty Limited with Ascot Stores Limited in respect of premises at Clonakilty.
29. Franchise Agreement 10th September 2015 entered into by Triode Newhill Priors Gate Limited with AOD Newsagent Limited in respect of premises at Priors Gate.
30. Franchise Agreement 21st July 2011 entered into by Triode Newhill Rathkeale Limited with DCSL Limited in respect of premises at Rathkeale.
31. Franchise Agreement 1st February 2012 entered into by Triode Newhill Longwood Limited with GFK Investments Limited in respect of premises at Longwood, Meath.

32. Franchise Agreement 20th February 2016 entered into by Triode Newhill Nangor Neighbourhood Centre Limited with John Hanley in respect of premises at Nangor Neighbourhood Centre.
33. Franchise Agreement 29th August 2007 (Renewed 29th August 2017) entered into by Triode Newhill Gullivers Santry Limited with Cooljoed Limited in respect of premises at Gullivers Santry.
34. Franchise Agreement 6th February 2018 entered into by Triode Newhill Hanover Street Limited with J and M O'Neill Retail Limited in respect of premises at Windmill Lane.
35. Franchise Agreement 25th August 2011 entered into by Triode Newhill FHP Limited with John Paul Lonergan in respect of premises at Fairview.
36. Franchise Agreement 10th April 1992 (Renewed 1st June 2012) entered into by Triode Newhill Castleknock Limited with Kevin Blake in respect of premises at Castleknock.
37. Franchise Agreement 26th January 2012 entered into by Triode Newhill Ranelagh Limited with Peter & Stephen Dwan in respect of premises at Ranelagh Triangle.
38. Franchise Agreement 3rd October 2007 (Renewed 3rd October 2017) entered into by Triode Newhill FHP Limited with Roy Connor in respect of premises at Mullingar.
39. Franchise Agreement 6th March 2012 entered into by Triode Newhill Dorset Street Limited with Better As One Limited in respect of premises at Dorset Street.
40. Licence Agreement 4th April 2013 entered into by Triode Newhill Newmarket on Fergus Limited with Blanchardstown Wholesale Limited in respect of premises at Main Street, Newmarket On Fergus, Co. Clare
41. Franchise Agreement 1st May 2015 entered into by Triode Newhill Abbey Street Limited with Abbey Convenience Retail Limited in respect of premises at Curzon House, 35 Abbey Street Lower, Dublin 1.
42. The loan agreement made between Triode DDBCo (now Triode DDBCo Unlimited Company) as lender and Triode PIKCo (now Triode PIKCo Unlimited Company) as borrower.
43. The loan agreement made between Triode PIKCo (now Triode PIKCo Unlimited Company) as lender and Triode SeniorCo (now Triode SeniorCo Unlimited Company) as borrower.
44. The loan agreement made between Triode SeniorCo (now Triode SeniorCo Unlimited Company) as lender and Triode DeductionCo (now Triode DeductionCo Unlimited Company) as borrower.
45. The loan agreement made between Triode DeductionCo (now Triode DeductionCo Unlimited Company) as lender and TIL Finance B.V. as borrower.
46. The loan agreement made between TIL Finance B.V. as lender and Triode Acquisitions UK Limited as borrower.
47. The loan agreement made between the Companies listed in the Schedule therto as lenders and Triode UK Acquisitions Limited as borrower.
48. The Share Purchase Agreement made between TIL Holdings B.V. and Triode DDBCo (now Triode DDBCo Unlimited Company).

49. The Share Purchase Agreement made between Triode DDBCo (now Triode DDBCo Unlimited Company) and Triode Acquisitions UK Limited.
50. Intercompany loan between the Triode CCCO (now Triode CCCO Unlimited Company) as lender and Triode DeductionCo (now Triode DeductionCo Unlimited Company) as borrower.
51. Intercompany loan agreement between Triode DeductionCo (now Triode DeductionCo Unlimited Company) as lender and BWG Foods (now BWG Foods Unlimited Company) as borrower.
52. TIL Finance Novation Agreements.
53. Franchise Agreement 19th January 2016 entered into by Triode Newhill FHP Limited with D&J Shops Limited in respect of premises at Causeway, Abbeyside, Dungarvan Co Waterford.
54. Franchise Agreement 1st December 2016 entered into by Triode Newhill FHP Limited with Tony O'Connor in respect of premises at Ballyowen Shopping Centre, Lucan, Co Dublin.
55. Franchise Agreement 29th April 2017 entered into by Triode Newhill FHP Limited with Swords Manor Retail Limited in respect of premises at 365-367 North Circular Road, Phibsboro, Dublin 7
56. Franchise Agreement 13th July 2016 entered into by Triode Newhill LHP Limited with Michael O'Driscoll in respect of premises at 1 Talbot Street and 26 Marlborough Street, Dublin 1
57. Franchise Agreement 13th July 2016 entered into by Triode Newhill LHP Limited with Ken Mackay in respect of premises at Dublin Road, Shankill, Co Dublin
58. Franchise Agreement 24th March 2017 entered into by Triode Newhill LHP Limited with Mark Wheeler in respect of premises at Unit 1 & 2 Goldstone Court, Clogher Road, Crumlin, Dublin 12.
59. Franchise Agreement 12th December 2016 entered into by Triode Newhill LHP Limited with John O'Neill in respect of premises at Units 1E Chapter House and Unit E4, Millennium Walkway, Abbey Street, Dublin 1
60. Franchise Agreement 23rd February 2008 entered into by Triode Newhill LHP Limited with Luke Creighan in respect of premises at The Tramyard, Inchicore, Dublin 8
61. Franchise Agreement 29th April 2016 entered into by Triode Newhill LHP Limited with Sandra Smyth in respect of premises at Retail Shop Unit, The Island, Chapelizod, Dublin 20
62. Franchise Agreement 13th November 2015 entered into by Triode Newhill LHP Limited with Clarke Retail Limited in respect of premises at Castleforbes Square, Dublin 1
63. Franchise Agreement 13th July 2016 entered into by Triode Newhill LHP Limited with Stephen Dwan in respect of premises at 120/122 Lower Kilmacud Road, Co Dublin
64. Franchise Agreement 3rd November 2016 entered into by Triode Newhill LHP Limited with Bernard Kealy in respect of premises at Unit 1 Glen Easton, Leixlip, Co Kildare

65. Franchise Agreement 12th December 2016 entered into by Triode Newhill LHP Limited with Mark Jones in respect of premises at Retails Unit 2, Neighbourhood Shopping Centre, Carpenterstown Road, Castleknock, Dublin 15
66. Franchise Agreement 26th January 2017 entered into by Triode Newhill LHP Limited with Rotary Retail Limited in respect of premises at Retail Shop 29/31 Glasthule Road, Glasthule, Co Dublin.
67. Franchise Agreement 12th August 2015 entered into by Triode Newhill LHP Limited with Paul McCarthy in respect of premises at College Green, Dublin 2
68. Franchise Agreement 23rd October 2015 entered into by Triode Newhill LHP Limited with Mayas Retail Limited in respect of premises at Unit 1, Sentinel Building, Adamstown, Lucan, Co Dublin.
69. Franchise Agreement 13th November 2015 entered into by Triode Newhill LHP Limited with Cronnkeen Limited in respect of premises at 1 Rockville Road, Newtown Park Avenue, Blackrock, Co Dublin.
70. Franchise Agreement 6th October 2016 entered into by Triode Newhill LHP Limited with Jim O'Brien in respect of premises at Blackwater, Co Wexford
71. Franchise Agreement 10th November 2016 entered into by Triode Newhill LHP Limited with MKP Stores Limited in respect of premises at Unit 6A Bagnall's Shopping Centre, Main Street, Kinnegad, Co Westmeath
72. Franchise Agreement 9th November 2016 entered into by Triode Newhill LHP Limited with Campus Retail Limited in respect of premises at Main Street, Rochfortbridge, Co Westmeath

PART 2
INTELLECTUAL PROPERTY

Trade Marks

Trade Mark	Country	Official No.	Chargor
The Treehouse Juice & Smoothie Bar Logo	Community Trade Mark	4723326	BWG Foods Unlimited Company
BWG Foodservice Logo (series of 2)	Great Britain	2429056	BWG Foods Unlimited Company
BWG FOODSERVICE Logo (series of 2)	Ireland	235742	BWG Foods Unlimited Company
EUROSPAR	Ireland	235160	BWG Foods Unlimited Company
EUROSPAR Logo (series of 2)	Ireland	208353	Spar (Ireland) Limited
FAMILY VALUE Logo (series 2)	Ireland	235863	BWG Foods Unlimited Company
NB NEARBUY Logo	Ireland	212105	BWG Foods Unlimited Company
SPAR	Ireland	215445	Spar (Ireland) Limited
SPAR & Tree Logo (Series of 2 Marks)	Ireland	215486	Spar (Ireland) Limited
SPAR Select	Ireland	251522	Spar (Ireland) Limited
SPAR Express	Ireland	256248	BWG Foods Unlimited Company
SPAR 8 TIL LATE	Ireland	127342	SPAR (IRELAND) LIMITED
XL STOP & SHOP Logo	Ireland	215309	BWG Foods
XL STOP & SHOP Logo (series of 2)	Ireland	235748	BWG Foods
FAMILY VALUE logo	Ireland	237133	BWG Foods
Value Centre logo (series of 2)	Ireland	241560	BWG Foods
XL colour logo	Ireland	243186	BWG Foods
SPAR & Device	Ireland	67180	Spar (Ireland) Limited
CHEF'S KITCHEN	Ireland	240107	BWG Foods
CHEF'S KITCHEN	Ireland	240838	BWG Foods
CHEF'S KITCHEN	Ireland	242641	BWG Foods
CHEF'S KITCHEN	Ireland	242473	BWG Foods
CHEF'S KITCHEN	Ireland	243143	BWG Foods

Domain Names

Domain Name	Chargor
www.spar.ie	Spar (Ireland) Limited
www.spardeli.ie	BWG Foods Limited
www.sparexpress.ie	Spar (Ireland) Limited
www.eurospar.ie	Spar (Ireland) Limited
www.xlstopandshop.ie	BWG Foods

www.valuecentre.ie	BWG Foods
www.bwgfoods.ie	BWG Foods
www.bwg.ie	BWG Foods
www.bwgfoodservice.ie	BWG Foods

Registered Business Names

Business Names	Certificate Number	Chargor
BWG Hardware	102348	BWG Foods
Greenhills Wines & Spirits	102354	BWG Foods
Premier Wholesale Group	102357	BWG Foods
Amalgamated Wholesalers	109972	BWG Foods
T.J. Gillmor & Son	109994	BWG Foods
Looney & Co	109993	BWG Foods
Muster United Merchants	109991	BWG Foods
The Western Wholesale Company	109992	BWG Foods
Value Centre	109995	BWG Foods
Aisling Imports	120410	BWG Foods
Country Range	153880	BWG Foods
Nearbuy	175646	BWG Foods
XL Stop & Shop	175648	BWG Foods
SPAR Deli	178884	BWG Foods
SPAR Cellar	181975	BWG Foods
Spar		BWG Foods

SCHEDULE 5

DEED OF ADMISSION

THIS DEED OF ADMISSION is made the day of 20[]

BETWEEN:

- (1) THE COMPANIES WHOSE NAMES AND ADDRESSES OR REGISTERED OFFICES ARE SPECIFIED in Part I of the Schedule hereto (hereinafter called the "Existing Chargors");
- (2) THE [COMPANY/COMPANIES] whose name(s), company number(s) and registered office(s) is (are) set out in Part II of the Schedule hereto (the "Further [Chargor/Chargors]");
- (3) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND having its registered office at 40 Mespil Road, Dublin 4 as Security Trustee for the Secured Parties (as hereinafter defined) of the security constituted by this Deed (hereinafter referred to as the "Security Trustee" which expression shall, where the context so admits, include any successor trustee or trustees of the trusts under which the security hereby constituted is held).

THIS DEED IS SUPPLEMENTAL to a Debenture dated made between the Existing Chargors (1) the Security Trustee (2) [as supplemented by deeds dated [] (the said Debenture [as so supplemented] is hereinafter referred to as "the Principal Deed").

NOW THIS DEED WITNESSETH as follows:-

- 1 Insofar as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein.
- 2 The parties hereto hereby agree that the Further [Chargor/Chargors] shall be included as a "Chargor" for all the purposes of the Principal Deed so that (without limitation):

2.1 the [each] Further Chargor hereby:

- (a) covenants to pay or discharge on demand to the Security Trustee its Indebtedness and all costs, charges, expenses and other sums (banking, legal or otherwise) on a full unqualified indemnity basis howsoever incurred or to be incurred by the Security Trustee and/or by or through any Receiver, attorney, delegate, sub-delegate, substitute or agent of the Security Trustee or the Secured Parties (each an "Indemnified Person") (including, without limitation, the remuneration of any of them) for any of the purposes referred to in this Deed or in relation to the enforcement of this security together with interest to the date of payment (as well after as before any demand made or judgement obtained hereunder) at such rates and upon such terms as may from time to time be agreed and in the absence of agreement at the Default Rate;
- (b) the [each] Further Chargor as continuing security for the payment and discharge of the Secured Liabilities and as legal and beneficial owner and as

the registered owner or as the person entitled to be registered as owner, as the case may be, hereby:-

- (i) CHARGES by way of first fixed charge unto the Security Trustee as trustee for the Secured Parties its freehold and leasehold lands, hereditaments, premises and property including, without limitation its Mortgaged Property, together with all buildings, fixtures and fixed plant and machinery from time to time thereon with the payment, performance and discharge of the Secured Liabilities;
- (ii) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in the Assigned Contracts and all monies which at any time may be or become payable to it pursuant to the Assigned Contracts and the net proceeds of any claims, awards and judgements which may at any time be receivable or received by it pursuant thereto and the full benefit of all rights and remedies relating thereto, including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing subject only to the proviso for reassignment in Clause 3.8 of the Principal Deed;
- (iii) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in all licences used in connection with any business carried on by it in connection with the Charged Assets and all rights of recovery and compensation which may be receivable by it on account of the non- renewal of any licence;
- (iv) ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in all its plant, machinery, vehicles, fixtures, implements, utensils and equipment together with all replacements thereof, additions, improvements and accessories thereto together with the full benefit of the insurances on same to hold unto the Security Trustee absolutely by way of security for the payment of the Secured Liabilities subject to the proviso for redemption in Clause 3.8 of the Principal Deed;
- (v) CHARGES unto the Security Trustee as trustee for the Secured Parties all of its Shares for which the certificates and other documents have been deposited by it with the Security Trustee or its agents or represented by any certificates or other documents from time to time hereafter deposited by it with the Security Trustee or its agents or belonging to it and received by the Security Trustee or its agents after the execution hereof, and the Derivative Assets and all dividends, interest and other income at any time hereafter deriving from any stocks, shares or other securities, rights, moneys or other property for the time being falling within the assets comprised in the Shares or the Derivative Assets or deriving from any investment of any such dividends, interest or other income and all moneys, income or amounts received from the redemption of all or any part of the Shares;
- (vi) CHARGES unto the Security Trustee as trustee for the Secured Parties all of its stocks shares bonds and securities of any kind

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

- (vii) CHARGES unto the Security Trustee as trustee for the Secured Parties all its goodwill and uncalled capital for the time being together with all patents, patent applications, brand names, copyrights, rights in the nature of copyrights, publication rights, registered designs (including applications and rights to apply therefor), all inventions, rights and trademarks, both registered and unregistered, registered user agreements, service marks and business names whether registered or not (including applications and rights to apply therefor), confidential information and know-how, fees, royalties and other rights of every kind deriving from any of the foregoing and which now or at any time hereafter belong to it and any and all rights which it may have as licensee or sub-licensee pursuant to any agreement or otherwise, and other intellectual property rights now, or at any time during the continuance of this security, belonging to it and all agreements under which it is now or may become entitled to the payment of any royalty fee or similar income (collectively "Intellectual Property");
- (viii) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in the Insurances maintained or effected now or hereafter by it and all Insurance Proceeds;
- (ix) CHARGES unto the Security Trustee as trustee for the Secured Parties the Receivables, all debts (other than its book debts) revenues and claims (including choses in action which may give rise to a debt, revenue or claim) now and from time to time due or owing to it including, without limitation, all sums receivable by it by virtue of leases, leasing agreements, agreements for lease or hire purchase agreements and the full benefit of all rights and remedies relating thereto, including all negotiable and non-negotiable instruments, guarantees, indemnities and rights of tracing;
- (x) CHARGES AND ASSIGNS by way of fixed charge unto the Security Trustee as trustee for the Secured Parties all of its rights and title to, and interests and benefits in the Realisation Accounts and the debt represented thereby subject only to the proviso for reassignment in Clause 3.8 of the Principal Deed;
- (xi) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties the following covenants, agreements and rights:-
 - (A) any covenant agreement or undertaking in relation to the construction and maintenance of all roads, pavements and utilities for services required in connection with its properties referred to in Subclause 2.1(b)(i) or charges, levies or such

like in respect of the same or the taking in charge thereof by the local authority and any indemnity in respect of the matters aforesaid;

- (B) any right, benefit or agreement made between it and the local authority or any other person pursuant to which it has been or may be granted rights of access or rights of way in relation to its properties referred to in Subclause 2.1(b)(i); and
 - (C) all of its rights to be paid or receive compensation under any statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to its properties referred to in Subclause 2.1(b)(i) or any refusal, grant subject to conditions, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of its properties referred to in Subclause 2.1(b)(i) and so that the production of these presents to the person liable to pay such compensation shall be sufficient authority to it or him to pay such moneys to the Security Trustee;
- (xii) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in its Intragroup Debts;
 - (xiii) CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties all its present and future benefits, rights, title and interest in the Life Policies maintained or effected now or hereafter by it and all proceeds thereof;
 - (xiv) by way of first floating charge CHARGES AND ASSIGNS unto the Security Trustee as trustee for the Secured Parties:
 - (A) all its book debts whether now or hereafter existing and whether presently payable or hereafter falling due for payment and the benefit of all securities and guarantees now or at any time during the continuance of this security held by it, or insuring to its benefit, in respect of such debts; and
 - (B) its undertaking and all its other property assets and rights whatsoever and wheresoever both present and future including but not limited to its property, assets and rights referred to in Subclauses 2.1(b)(i) to (xiv) if and insofar as such charges or any part or parts of the same shall be for any reason ineffective as specific or fixed charges.

In this deed the expression "Charged Assets" means the undertaking, assets, properties, revenues, rights and benefits described at sub-clause 2.1(b) above and references to the Charged Assets include references to any part of it.

3. In the case of each Further Chargor's leasehold lands, premises and property, unless and until the relevant Further Chargor has obtained the consent (if required) of the relevant landlord, lessor or (as the case may be) other relevant party to the leases (hereinafter referred to as a "Consenting Party"), the fixed charge and (if applicable) legal mortgage granted pursuant to Subclauses 2.1(b)(i) to (xiv) (inclusive) and the floating charge granted pursuant to Clause 3.1 shall not extend to any of the relevant Further Chargor's property and/or rights under any

of the leases (each of which is hereinafter referred to as a "Restricted Asset") if and to the extent that the terms of the relevant lease prohibit (either absolutely or without the consent of the relevant Consenting Party) the creation of a legal mortgage, fixed charge or floating charge over or of (as the case may be) the relevant Restricted Asset or where the granting of the legal mortgage, fixed charge or floating charge over or of (as the case may be) the relevant Restricted Asset (either absolutely or without the consent of the relevant Consenting Party) would give rise to a default entitling the relevant Consenting Party to terminate the relevant lease.

However, the relevant Further Chargor shall use its reasonable endeavours to obtain as soon as possible the consent of the relevant Consenting Party (to the extent required) to the creation of a fixed charge, legal mortgage and/or a floating charge in favour of the Security Trustee over such Restricted Asset and shall promptly, following receipt thereof, provide the Security Trustee with evidence of such consent.

On each such consent being obtained, the relevant Restricted Asset shall thereupon automatically become subject to the charges pursuant to Clauses 3.1 and the relevant Further Chargor shall, if required by the Security Trustee, promptly enter into a supplemental legal mortgage in favour of the Security Trustee in respect of such Restricted Asset in such form and substance as the Security Trustee may reasonably require and shall provide the Security Trustee with such evidence as it may request as to the power and authority of the relevant Further Chargor to enter into such supplemental legal mortgage and that such supplemental legal mortgage constitutes valid and legally binding obligations of the relevant Further Chargor enforceable in accordance with its terms.

4. The security referred to in Subclauses 2.1(b)(i) to (xiv) (inclusive) shall be first ranking fixed charges and/or security assignments.
5. All the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the moneys and liabilities thereby secured contained in clause 2.1 thereof) shall be applicable for securing all the moneys and liabilities hereby secured for defining and enforcing the rights of the parties under the security hereby constituted and the guarantees hereby provided as if the [each] Further Chargor had been one of the original parties to the Principal Deed and the moneys and liabilities hereby secured had been secured thereby.
6. Subject to the other provisions of this clause, references in the Principal Deed to "this security" or the "charges hereby created" or the "security hereby created" or the "security hereby constituted" or similar expressions shall be deemed not to include the security created by sub-clause 2.1(b) above.

IN WITNESS whereof the parties have [signed/sealed/signed or sealed] this instrument as a deed and have delivered it upon dating it.

SCHEDULE 6

PART 1

FORM OF NOTICE OF ASSIGNMENT

From: [insert name of Chargor]

To: [insert details of relevant Contractual Party]

Re: [Insert details of the relevant Assigned Contract] (the "Agreement")

[Date]

Dear Sirs,

We hereby give you notice that pursuant to a Debenture made between the Chargor and others of the one part and The Governor and Company of the Bank of Ireland (the "Security Trustee") of the other part dated [], (the "Debenture") we have assigned by way of security to the Security Trustee all of our rights, title and interest in and to (but not obligations under) the Agreement(s) including the right to receive payments pursuant to the terms thereof.

Following notification by the Security Trustee that its rights under the Debenture have become exercisable, you shall treat the Security Trustee as being entitled to all of our rights, title and interest in and to (but not obligations under) the Agreement(s) (or any part thereof) and any obligations you owe to us under the Agreement(s) (or any part thereof) including any obligations to pay monies to us, shall henceforth be owed to the Security Trustee and the Security Trustee shall be entitled to exercise all or any of our rights under the Agreement(s).

For the avoidance of doubt, please note that we continue to be solely responsible for the performance of our obligations under the Agreement.

This notice and the instructions contained herein are irrevocable. Please acknowledge receipt of this notice to the Security Trustee on the enclosed Acknowledgement of Notice. You are hereby authorised to assume the obligations expressed to be assumed by you thereunder to the effect that, insofar as the same would otherwise be incompatible therewith, your obligations to us with respect to the Agreement(s) shall be modified accordingly.

Yours faithfully,

For and on behalf of
the Chargor

PART 2
FORM OF ACKNOWLEDGEMENT

From: [Contractual party]

To: The Governor and Company of the Bank of Ireland

[Date]

Dear Sirs,

We acknowledge receipt of a Notice of Assignment dated [] (the "Notice") relating to a Debenture (as defined in the Notice) between inter alia [insert name of Chargor] (the "Assignor") and you. We acknowledge that we will not challenge the effectiveness of the Debenture to confer on you, all the rights, title and interest of the Assignor under the Agreement(s) (as defined in the Notice).

For good and sufficient consideration (the receipt of which we hereby acknowledge), we hereby agree as follows:-

1. If the Assignor is in breach of any of its obligations, express or implied under the Agreement(s) or if any event occurs which would permit us to terminate, cancel or surrender the Agreement(s) we will promptly upon becoming aware of it, give you notice of such breach or event.
2. If you issue to us a notice (an "Assignee Default Notice") that your rights under the Assignment have become exercisable we shall thereafter:-
 - (a) pay to you at such account as you may nominate all amounts from time to time payable by us under the Agreement(s);
 - (b) perform, observe and comply with all our undertakings and obligations under the Agreement(s) in your favour and for your benefit as if you were named as a part therein instead of the Assignor;
 - (c) not recognise the exercise by the Assignor of any of its rights and powers under the Agreement(s) unless and until requested to do so by you;
 - (d) not terminate the Agreement(s) if you or your nominee elects to assume the obligations of the Assignor under the Agreement(s).
3. We hereby agree to provide you with a copy of any notice which we may serve on the Assignor pursuant to the Agreement(s) on the date upon which such notice is served upon the Assignor.
4. We acknowledge that the Assignor shall at all times remain liable to us under the Agreement(s) to perform and discharge all the duties and obligations of the Assignor thereunder to the same extent as if the Debenture had not been executed and that you shall not have any obligation or liability under the Agreement(s) by reason of the Debenture and will not be obliged to perform any of the obligations or duties of the Assignor under the Agreement(s).
5. We hereby agree that we will not without your prior written consent, make or cause or permit to be made any amendment, waiver or modification to the Agreement(s) or permit the Chargor to cancel, terminate, suspend or surrender the Agreement(s).

6. All amounts payable by us to the Chargor in respect of the Agreement(s) shall be paid to Account Number [].
7. We will not claim or exercise any security interest in, set-off or counterclaim, in respect of the Agreement(s).
8. We represent to you that this Acknowledgement has been duly authorised and executed by us and constitutes our legal, valid and binding obligations.
9. This acknowledgement shall be governed by and construed in accordance with the laws of Ireland.

Yours faithfully,

By: _____
For and on behalf of

Date: _____

[Contractual Party]

SCHEDULE 7

PLANT AND MACHINERY

SCHEDULE 8

LIFE POLICIES

SCHEDULE 9

DIVIDEND MANDATE

To:

Date:

Dear Sir,

We refer to

- (A) the [] (the "Shares") in [●] (the "Company"), of which we are, and are entitled to be, the registered holders; and
- (B) a debenture of even date given by us to The Governor and Company of the Bank of Ireland as Security Trustee for the Secured Parties (as defined therein) (the "Security Trustee") in respect of the Shares ("the Charge") a copy of which is attached hereto, to secure the payment of certain monies and, in particular, Clause 3 of the Charge.

We hereby request that, following notification by the Security Trustee that its rights under the Charge have become exercisable:

- (1) you shall forward to the Security Trustee (or such other person as aforesaid), until further written notice by the Security Trustee (or such other person as aforesaid), all cash dividends that may become from time to time payable on so many of the shares as are specified in that notice; and
- (2) you act in accordance with paragraph (1) and the request therein without requiring further evidence of the identity of the Security Trustee, the number of the Shares in respect of which the Security Trustee is entitled under the Charge to receive dividends or any other matter relating to compliance with, or entitlement under, the Charge.

This request is irrevocable. Compliance with this request shall be a good discharge to *[relevant Chargor]*.

Yours faithfully

for and behalf of
[relevant Chargor]

SCHEDULE 10

LETTER OF AUTHORITY

To: The Governor and Company of the Bank of Ireland
40 Mespil Road
Dublin 4
(the "Security Trustee")

Re: Debenture dated (the "Debenture") between, *[relevant Chargor]*
(the "Company") and the Security Trustee in respect of, inter alia, shares held by [●]
in [●].

Dear Sirs,

We hereby unconditionally and irrevocably authorise the Security Trustee to date and otherwise complete the share transfer forms in respect of the Shares (as defined in the Debenture) deposited by us with the Security Trustee and its agents pursuant to the Debenture, as and when the Security Trustee becomes entitled to date and complete the same pursuant to the terms of the Debenture.

Yours faithfully,

for and behalf of
[relevant Chargor]

SCHEDULE 11

FORM 52

**(SPECIFIC CHARGE FOR PRESENT AND FUTURE ADVANCES ARISING ON THE
CREATION OF A COMMERCIAL MORTGAGE OR DEBENTURE (RULES 52 AND 105))**

LAND REGISTRY

SPECIFIC CHARGE

Date		
Chargee		
Chargor		
Mortgaged Property subject to specific charge		
The property comprised in Folio County		
ALL THAT the property known as		
(use a continuation sheet if necessary)		
Mortgage conditions		
This Charge is supplemental to the Debenture made on or about the date hereof between the parties hereto (the "Principal Security") and all the provisions, stipulations and powers contained in, and subsisting under, the Principal Security shall apply to the security hereby created as if the same were set out in full herein with such modifications only as are necessary to make the same applicable to the security hereby created. The term "Secured Liabilities" has the meaning given in the Principal Security.		
Specific charge		
As security for the payment, performance and discharge of the Secured Liabilities, the Chargor as beneficial owner (and also in the case of registered land as registered owner or as the person entitled to be registered as registered owner) hereby charges in favour of the Chargee the Mortgaged Property with the payment of the Secured Liabilities, and assents to the registration of this charge as a burden on the Mortgaged Property. The Chargor acknowledges that the charge hereby created forms one transaction with the security created in the Principal Security for payment of the Secured Liabilities.		
Signature	GIVEN under the Common Seal of [insert name of Chargor] and DELIVERED as a DEED :	

SCHEDULE 12

NOTICE OF ASSIGNMENT (INSURANCES)

(for attachment by way of endorsement to the insurance policies)

From: ● [insert name and address of Chargor]

To: ● [insert name and address of insurer]

Cc: The Governor and Company of the Bank of Ireland, 40 Mespil Road, Dublin 4

Date:

Re: Composite Debenture dated ● between, inter alia, ● [insert name of Chargor] (the "Chargor") and The Governor and Company of the Bank of Ireland as Security Trustee (the "Security Trustee") (the "Debenture")

Dear Sir/Madam

1. This constitutes notice to you that under the Debenture that the Chargor has assigned in favour of the Security Trustee (as agent and Security Trustee for the Secured Parties (as defined in the Debenture) as first priority assignee all amounts payable to it under or in connection with any contract of insurance of whatever nature taken out with you by or on behalf of it or under which it has a right to claim (each an "Insurance") and all of its rights in connection with those amounts.
2. A reference in this notice to any amounts excludes all amounts received or receivable under or in connection with any third party liability Insurance and required to settle a liability of the Chargor to a third party.
3. The Chargor confirms that:
 - (a) it will remain liable under each Insurance to perform all the obligations assumed by it under that Insurance;
 - (b) none of the Secured Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of any Insurance;
 - (c) all amounts payable to the Chargor under each Insurance will be paid to the Security Trustee at such account as the Security Trustee may specify from time to time; and
 - (d) any rights of the Chargor in connection with those amounts will be exercisable by, and notices must be given to, the Security Trustee or as it directs.
4. Subject to the above, the Chargor will also remain entitled to exercise all of its rights under each Insurance and you should continue to give notices under each Insurance to the Chargor, unless and until you receive notice from the Security Trustee to the contrary stating that the Security (as defined in the Debenture) has become enforceable.
5. The instructions in this notice may not be revoked or amended without the prior written consent of the Security Trustee.

6. Please note on the relevant contracts the Secured Agent's interests as co-insured and sole loss payee and the Secured Parties' interest as first priority assignee of those amounts and rights and send to the Security Trustee at 40 Mespil Road, Dublin 4 with a copy to the Chargor the attached acknowledgement confirming your agreement to the above and giving the further undertakings set out in the acknowledgement.
7. The Chargor acknowledges that you may comply with the instructions in this notice without any further permission from it and without any enquiry by you as to the justification for or validity of any request, notice or instruction.
8. This notice and any non-contractual obligation arising out of or in connection with this notice are governed by the laws of Ireland.

Yours faithfully,

Authorised Signatory

For and on behalf of ● [insert name of Chargor]

SCHEDULE 13

ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT (INSURANCES)

From: ● [insert name and address of insurer]

To: The Governor and Company of the Bank of Ireland, 40 Mespil Road, Dublin 4

Cc: ● [insert name and address of Chargor]

Date: ●

Re: Composite Debenture dated ● between, inter alia, ● [insert name of Chargor] (the "Chargor") and The Governor and Company of the Bank of Ireland as Security Trustee (the "Security Trustee") (the "Debenture")

Dear Sir/Madam

1. We confirm receipt from the Chargor of a notice dated of an assignment by the Chargor upon the terms of the Debenture of all amounts payable to it under or in connection with any contract of insurance of whatever nature taken out with us by or on behalf of it or under which it has a right to claim (each an "Insurance") and all of its rights in connection with those amounts.
2. Terms used in this acknowledgement that are not defined in this acknowledgement have the same meaning in this acknowledgement as in the Debenture.
3. A reference in this acknowledgement to any amounts excludes all amounts received or receivable under or in connection with any third-party liability Insurance and required to settle a liability of the Chargor to a third party.
4. In consideration of your agreeing to the Chargor continuing its insurance arrangements with us we:
 - (a) accept the instructions contained in the notice and agree to comply with the notice;
 - (b) confirm that we have not received notice of the interest of any third party in any Insurance;
 - (c) will not agree to any amendment, waiver or release of any provision in any Insurance without the Security Trustee's prior written consent;
 - (d) undertake to note on each Insurance the Secured Parties' interest as co-insured and sole loss payee and as first priority assignee of each Insurance;
 - (e) undertake to name on each Insurance (other than the third party liability Insurances and the employer's liability Insurances) the Secured Parties' as co-insured and to note the Secured Parties as indemnified party under the *'Indemnity to Principals'* clause on each of the third party liability Insurances and employer's liability Insurances;

- (f) undertake to pay all amounts under each Insurance to the Security Trustee at the account specified in the notice or such other account as the Security Trustee may specify from time to time;
- (g) undertake to disclose to you without any reference to or further authority from the Chargor any information relating to each Insurance which you may at any time request;
- (h) undertake that each Insurance shall contain:
 - (i) a non-invalidating clause whereby each Insurance shall not be vitiated or avoided as against the Secured Parties in the event or as a result of any fraud, misrepresentation, or neglect or failure to make disclosure on the part of the Chargor, any tenant or other insured party or breach of any warranty or condition of the insurance policy, in any circumstances beyond the control of the Secured Parties;
 - (ii) a waiver of all rights of subrogation against the Secured Parties and the Chargor;
 - (iii) terms providing that each Insurance shall not be invalidated so far as the Secured Parties is concerned for failure to pay any premium due without the insurer first giving to the Security Trustee not less than 30 days' written notice; and
 - (iv) terms providing that we shall give the Security Trustee not less than 30 days' written notice of any cancellation or non-renewal of insurances and in the case of non-renewal, subject to payment being made by or on behalf of the Security Trustee of the pro rata amount of the premium for such 30 day notice period;
 - (v) undertake to notify you of any breach by the Chargor of each Insurance of which it is aware and to allow you to remedy any breach of any Insurance; and
 - (vi) confirm that we have neither claimed nor exercised, nor will claim or exercise any set-off, counterclaim or other right in respect of each Insurance.

5. This acknowledgement and any non-contractual obligation arising out of or in connection with this acknowledgement are governed by the laws of Ireland.

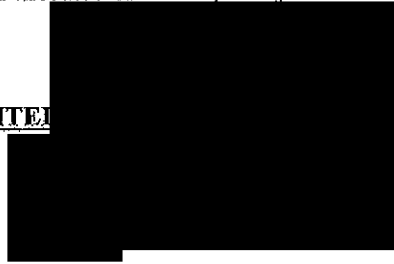
Yours faithfully,

Authorised Signatory

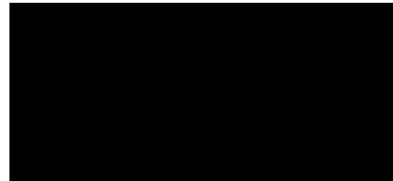
For and on behalf of ● [insert name of insurer]

IN WITNESS whereof this Debenture has been executed on the day and year first herein WRITTEN.

GIVEN under the common seal of
TRIODE NEWHILL ACQUISITIONS LIMITED
and DELIVERED as a DEED
in the presence of:



GIVEN under the common seal of
AVISLADE LIMITED
and DELIVERED as a DEED
in the presence of:



GIVEN under the common seal of
HOLLYSTOWN VILLAGE CENTRE LIMITED
and DELIVERED as a DEED
in the presence of:



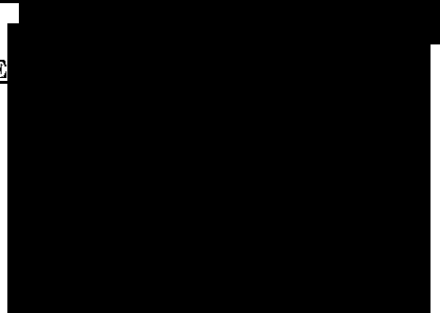
GIVEN under the common seal of
SASO SUPERMARKETS LIMITED
and DELIVERED as a DEED
in the presence of:



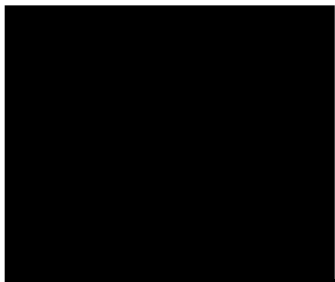
GIVEN under the common seal of
TRIODE NEWHILL LIMERICK LIMITED
and DELIVERED as a DEED
in the presence of:



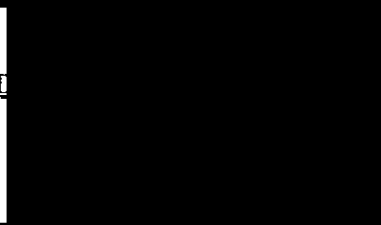
GIVEN under the common seal of
TRIODE NEWHILL CHERRYWOOD LIMITED
and DELIVERED as a DEED
in the presence of:



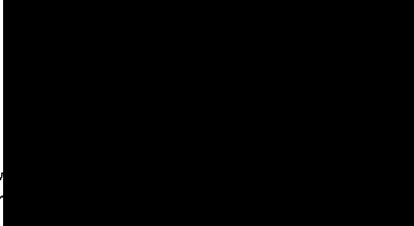
GIVEN under the common seal of
TRIODE NEWHILL RINGSEND LIMITED
and **DELIVERED** as a **DEED**
in the presence of:



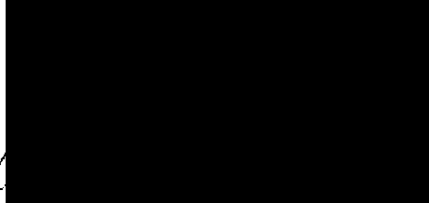
GIVEN under the common seal of
TRIODE NEWHILL LEOPARDSTOWN VALLEY LIM
and **DELIVERED** as a **DEED**
in the presence of:



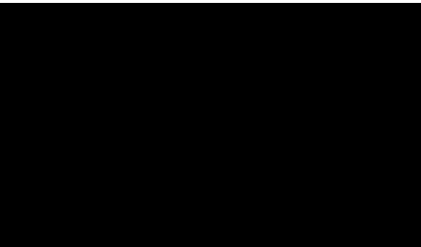
GIVEN under the common seal of
TRIODE NEWHILL MAYNOOTH LIMITED
and **DELIVERED** as a **DEED**
in the presence of:



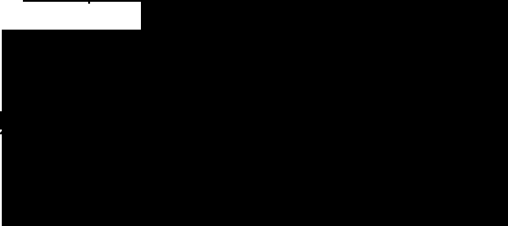
GIVEN under the common seal of
TRIODE NEWHILL TAGHMON LIMITED
and **DELIVERED** as a **DEED**
in the presence of:



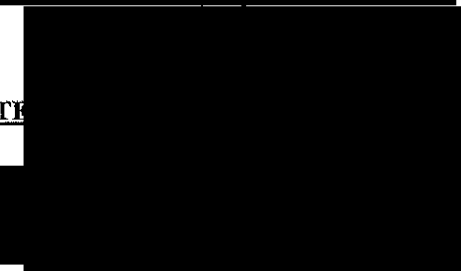
GIVEN under the common seal of
TRIODE NEWHILL CASTLEKNOCK LIMITED
and **DELIVERED** as a **DEED**
in the presence of:



GIVEN under the common seal of
TRIODE NEWHILL SANDYCOVE LIMITED
and **DELIVERED** as a **DEED**
in the presence of:



GIVEN under the common seal of
TRIODE NEWHILL GARDINER STREET LIMITED
and **DELIVERED** as a **DEED**
in the presence of:



GIVEN under the common seal of
TRIODE NEWHILL CLOGHAN LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL KINVARA PARK LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL BLANCHARDSTOWN LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL GLASNEVIN LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL SWINFORD LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL SPENCER ROW LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL BALLYFERMOT LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL 19/22 DAME STREET LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL 176 SOUTH CIRCULAR ROAD LIMITED
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL RATHKEALE LIMITED
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL CARLOW LIMITED
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL FINANCE LIMITED
and **DELIVERED** as a **DEED**
in the presence of:

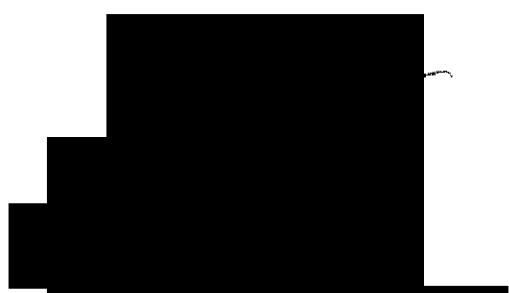
GIVEN under the common seal of
TRIODE NEWHILL HANOVER STREET LIMITED
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL ENNISTYMON LIMITED
and **DELIVERED** as a **DEED**
in the presence of:

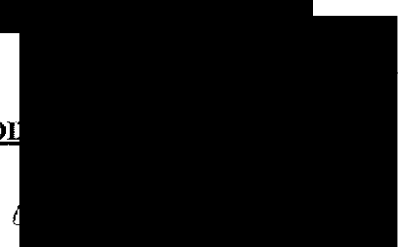
GIVEN under the common seal of
TRIODE NEWHILL NEWMARKET-ON-FERGUS LIMITED
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL LETTERKENNY LIMITED
and **DELIVERED** as a **DEED**
in the presence of:

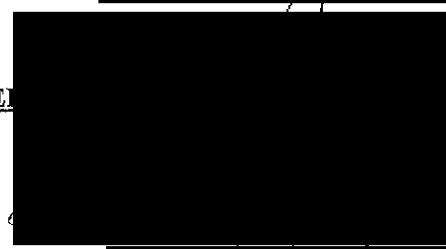
GIVEN under the common seal of
BALLAVAIR HOLDINGS LIMITED
and DELIVERED as a DEED
in the presence of:



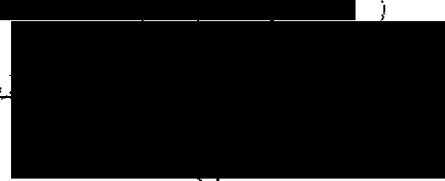
GIVEN under the common seal of
TRIODE NEWHILL NANGOR NEIGHBOURHOOD
and DELIVERED as a DEED
in the presence of:




GIVEN under the common seal of
TRIODE NEWHILL LONGWOOD LIMITED
and DELIVERED as a DEED
in the presence of:




GIVEN under the common seal of
TRIODE NEWHILL MOOREFIELD NEWBRIDGE
and DELIVERED as a DEED
in the presence of:



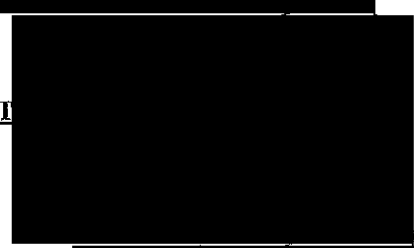
GIVEN under the common seal of
TRIODE NEWHILL CLONAKILTY LIMITED
and DELIVERED as a DEED
in the presence of:



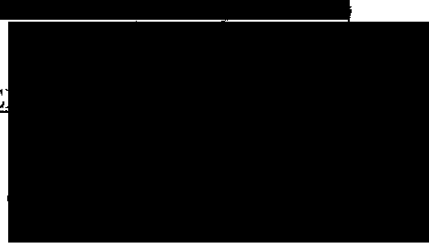
GIVEN under the common seal of
SMITHFIELD RETAIL LIMITED
and DELIVERED as a DEED
in the presence of:



GIVEN under the common seal of
TRIODE NEWHILL PRIORS GATE LIMITED
and DELIVERED as a DEED
in the presence of:



GIVEN under the common seal of
TRIODE NEWHILL ABBEY STREET LIMITED
and DELIVERED as a DEED
in the presence of:



GIVEN under the common seal of
TRIODE NEWHILL SKERRIES LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL BAYSIDE LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL GULLIVERS SANTRY LIM
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL MANAGEMENT SERVICES LIMIT
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL SUBWAY LIM
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL RANELAGH LIMIT
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL DORSET STREET LI
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE DDBCO UNLIMITED COMPAN
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE PIKCO UNLIMITED COMPANY
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE SENIORCO UNLIMITED COMPANY
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
TRIODE DEDUCTIONCO UNLIMITED COMPANY
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
TRIODE CCCO UNLIMITED COMPANY
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
BWG FOODS HOLDINGS UNLIMITED COMPANY
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
BWG FOODS UNLIMITED COMPANY
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
LOONEY & CO. LIMITED
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
SPAR (IRELAND) LIMITED
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
VALUE CENTRES (IRELAND) LIMITED
and **DELIVERED** as a **DEED**
in the presence of:

GIVEN under the common seal of
MACE MARKETING SERVICES (IRELAND) LIM
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
BWG GROUP UNLIMITED COMPANY
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL FHP LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL DECIES ROAD LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL LHP LIMITED
and DELIVERED as a DEED
in the presence of:

GIVEN under the common seal of
TRIODE NEWHILL FS LIMITED
and DELIVERED as a DEED
in the presence of:

TIL FINANCE R.V.

By:

Title:

TIL FINANCE LUXEMBOURG S.à r.l.

Title: authorised signatory

Executed and Delivered as a
Deed by **TRIODE ACQUISITIONS UK LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

[Redacted]
Director/Secretary

Executed and Delivered as a
Deed by **APPLEBY WESTWARD GROUP LIMITED**
(pursuant to a resolution of its Board
of Directors) acting by:

) [Redacted]
Director/Secretary

EXECUTED as a deed
by **CAHER LIMITED**

acting by: _____
a director

[Redacted]

GCL

AC

EXECUTED as a deed by
GCL 2016 Limited
acting by a director in the presence of

) [Redacted]
)
) Director

Signature of witness

Name SEAN MURPHY

Address Riverside one

Dublin 2

EXECUTED as a deed by
Gillett's (Callington) Limited
acting by a director in the presence of

)

)

) Director



A large black rectangular redaction box covering the signature of the witness.
Signature of witness

Name SEAN MERNACH

Address Riverside one

Dublin 2

SIGNED by _____
for and on behalf of
THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND
as Security Trustee in the presence of:

EXECUTED as a deed by
Gillett's (Callington) Limited
acting by a director in the presence of

)

)

) Director

.....
Signature of witness

Name

Address

.....

SIGNED by

for and on behalf of

THE GOVERNOR AND COMPANY OF THE
BANK OF IRELAND

as Security Trustee in the presence of: