



Registration of a Charge

Company Name: **DD QUAYSIDE LIMITED**

Company Number: **NI670207**



Received for filing in Electronic Format on the: **07/04/2022**

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Details of Charge

Date of creation: **28/03/2022**

Charge code: **NI67 0207 0001**

Persons entitled: **ASSETZ CAPITAL TRUST COMPANY LIMITED**

Brief description: **2 £1 ORDINARY SHARES IN HARBOUR MILLS LIMITED**

Authentication of Form

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

Authentication of Instrument

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

Certified by: **MARK DODDS, SOLICITOR FOR MACCORKELL LEGAL & COMMERCIAL LTD**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI670207

Charge code: NI67 0207 0001

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 28th March 2022 and created by DD QUAYSIDE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th April 2022 .

Given at Companies House, Belfast on 8th April 2022

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



Companies House



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

DATED 28th March 2022

DD QUAYSIDE LIMITED (1)

and

ASSETZ CAPITAL TRUST COMPANY LIMITED (2)

CHARGE OVER SHARES

THIS CHARGE is dated the 28th day of March 2022
And made BETWEEN:

- (1) **DD QUAYSIDE LIMITED** (company number NI670207) whose registered office is 32 Lodge Road, Coleraine, Northern Ireland, BT52 1NB (the "**Chargor**"); and
- (2) **ASSETZ CAPITAL TRUST COMPANY LIMITED** (registered number 08336441) whose registered office is at Assetz House, Manchester Green, 335 Styal Road, Manchester, M22 5LW acting in its capacity as security trustee for itself and the Lending Syndicate Members (the "**Security Trustee**").

IT IS AGREED as follows:-

1. DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires or unless otherwise defined in this Charge (referred to herein as this "Deed" or this "Charge"), words and expressions shall have the same respective meanings that are ascribed to them in the Loan Agreement.

- 1.1 In this Charge, unless the context otherwise requires, the following expressions have the following meanings:-

"Act"	means the Conveyancing and Law of Property Act 1881;
"Agent"	Assetz SME Capital Limited (Company No: 08007287) a company regulated and authorised by the Financial Conduct Authority whose registered office is at Assetz House, Manchester Green, 335 Styal Road, Manchester, M22 5LW;
"Business Day"	a day (other than a Saturday, Sunday or a bank holiday) on which banks are open for general business in the City of London;
"Charge" or "Deed"	means this deed whereby the Shares and the Derivative Assets are charged to the Security Trustee;
"Charged Property"	means the Shares and the Derivative Assets;
"Debtor" and "Company"	means Harbour Mills Limited (Company Number: NI643465) whose registered office is at 1 Campsie Business Park, Mclean Road, Eglinton, Londonderry, Northern Ireland, BT47 3XX.
"Derivative Assets"	means all stocks, shares, warrants, or other securities, rights, dividends, interest, or other property whether of a capital or income nature accruing, offered issued, or deriving at any time by way of dividend, bonus, redemption, exchange, purchase, substitution, conversion, consolidation, subdivision, preference, option, or otherwise, attributable to any of the Shares or any Derivative Assets previously described;
"Encumbrance"	means any mortgage, charge, pledge, lien, assignment, hypothecation, security, interest, title, retention, preferential right,

	or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment;
"Event of Default"	has the same meaning as is ascribed to it in the Loan Agreement;
"Finance Document"	has the same meaning as is ascribed to it in the Loan Agreement;
"Lenders"	means the Lending Syndicate Members (as defined in the Loan Agreement) from time to time;
"Loan Agreement"	means the Loan Agreement dated on or about the date of this Charge and issued to the Company by the Agent (as agent for the Lending Syndicate Members (as defined in the Loan Agreement) from time to time);
"Secured Liabilities"	all present and future monies, obligations or liabilities whatsoever now or hereafter due, owing or incurred to the Secured Parties (or any one of them) by the Company under the terms of or in connection with the Loan Agreement and/or any other Finance Document;
"Secured Parties"	means the Agent, the Lenders, the Security Trustee and any Receiver (and a "Secured Party" shall be construed accordingly); and
"Shares"	means all the shares listed in the Schedule and any other shares in the Debtor to which the Chargor may become entitled.

1.2 In this Charge, unless the context otherwise requires any reference to:

- 1.2.1 the Agent, the Chargor, the Company, any Lender and the Security Trustee shall be construed so as to include their successors in title, permitted assignees and permitted transferees;
- 1.2.2 Clauses and Schedules are to the clauses and schedules of this Charge;
- 1.2.3 Clause headings are inserted for ease of reference only and are not to affect the interpretation of this Charge;
- 1.2.4 'this Charge' and any other document referred to in it includes any document expressed to be supplemental to or collateral with or which is entered into pursuant to or in accordance herewith or therewith and shall be deemed to include any instruments amending, varying, supplementing, novating or replacing the terms of any such documents from time to time;
- 1.2.5 a person are to be construed to include corporations, firms, companies, partnerships, individuals, associations, states and administrative and governmental and other entities whether or not a separate legal entity;
- 1.2.6 any person are to be construed to include references to that person's successors, transferees and assigns whether direct or indirect;

- 1.2.7 any statutory provision is to be construed as references to that statutory provision as amended, supplemented, re-enacted, or replaced from time to time (whether before or after the date of this Charge) and are to include any orders, regulations, instruments, or other subordinated legislation made under, or deriving validity from, that statutory provision;
- 1.2.8 the words 'other' and 'otherwise' are not to be construed ejusdem generis with any foregoing words where a wider construction is possible;
- 1.2.9 the words 'including' and 'in particular' are to be construed as being by way of illustration or emphasis only and are not to be construed as, nor shall they take effect as, limiting the generality of any foregoing words.

2. TRUST

- 2.1 The Security Trustee shall hold the benefit of the covenants contained in this Deed and all its rights and claims under this Deed as trustee for the Secured Parties from time to time.
- 2.2 Any reference to security being granted or executed or obligations being entered into "in favour of the Security Trustee" or such other similar term shall mean such security being granted or executed or obligations being entered into in favour of the Security Trustee as trustee for the Secured Parties from time to time.

3. COVENANT TO PAY

- 3.1 The Chargor hereby covenants with and undertakes to the Security Trustee to pay or discharge immediately on demand all the Secured Liabilities as and when they fall due.
- 3.2 Notwithstanding any other provision of this Charge, the Security Trustee's only claim and remedy against the Chargor in respect of the Secured Liabilities and so far as not included therein any other liabilities under or arising out of this Charge shall be to have recourse to the Shares and Derivative Assets charged under this Charge and no other assets of the Chargor.
- 3.3 The Chargor shall pay interest from date of demand to the date of payment or discharge (notwithstanding any demand or any judgment obtained by the Security Trustee or the bankruptcy or any arrangement or composition with creditors by the Chargor) at the rate for overdue sums stipulated in the Loan Agreement upon such days and upon such terms as the Security Trustee may from time to time determine. Such interest shall be compounded quarterly in the event of it not being punctually paid but without prejudice to the right of the Security Trustee to require payment of such interest.
- 3.4 All sums payable by the Chargor under this Charge 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 Charge pay to the Security Trustee 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 the Chargor has accounted to the relevant authority for the sum withheld or deducted.

4. CHARGE

The Chargor with full title guarantee (with the intent that the security so constituted shall extend to all beneficial interests of the Chargor in the Charged Property and to any proceeds of sale or other realisation of the Charged Property or any part of it) and as continuing security for the payment and discharge of the Secured Liabilities charges the Shares and the Derivative Assets to the Security Trustee.

5. DEPOSIT OF TITLE DOCUMENTS AND FURTHER ASSURANCE

- 5.1 The Chargor shall, on or prior to the execution of this Charge, deposit with the Security Trustee all stock or share certificates or other documents of title to or representing the Charged Property together with a duly executed stock transfer form with the name of the transferee, date and consideration left blank to enable the Security Trustee to vest the same in the Security Trustee or its nominees or any purchaser after the security constituted hereby has become enforceable.
- 5.2 The Chargor shall upon the accrual, offer, issue or receipt of any Derivative Assets in the form of additional Shares deliver or procure the delivery or payment to the Security Trustee of the stock or share certificates or other documents of title to or representing them together with such duly executed transfers or assignments with the name of the transferee date and consideration left blank as the Security Trustee may require to enable the Security Trustee to vest the same in the Security Trustee or its nominees or any purchaser after the security constituted hereby has become enforceable.
- 5.3 The Security Trustee reserves the right to demand that the Chargor shall, upon or at any time after the accrual, offer, issue or receipt of any Derivative Assets in the form of dividends, interest and other income, pay such amounts without any set-off or deduction whatsoever to an interest bearing suspense account to be retained by the Security Trustee until applied as hereinafter provided as part of the Charged Property and any such monies which may be received by the Chargor shall, pending such payment, be held in trust for the Security Trustee.
- 5.4 Without prejudice to anything else contained in this Charge the Chargor shall at any time at the request of the Security Trustee (acting reasonably) but at the cost of the Chargor promptly sign seal execute deliver and do all deeds, instruments, transfers, renunciations, proxies, notices, documents, acts and things in such form as the Security Trustee may from time to time require for creating, perfecting or protecting the security over the Charged Property or any part of it or for facilitating its realisation.

6. REPRESENTATIONS, WARRANTIES AND COVENANTS BY THE CHARGOR

- 6.1 The Chargor represents and warrants to the Security Trustee and undertakes that:
- 6.1.1 it is and will be the sole, absolute and beneficial owner and the registered holder of all of the Charged Property free from Encumbrances with full title guarantee and will not create or attempt to create or permit to arise or subsist any Encumbrance (other than this Charge) on or over the Charged Property;
- 6.1.2 it has not sold or otherwise disposed of or agreed to sell or otherwise dispose of or granted or agreed to grant any option in respect of all or any of its right, title and interest

in and to the Charged Property or any part of it and will not do any of the foregoing at any time during the subsistence of this Charge;

- 6.1.3 the Shares are and will at all times be fully paid and there are and will be no monies or liabilities outstanding in respect of any of the Charged Property;
 - 6.1.4 the Charged Property has been and will at all times be duly authorised and validly issued and is and will at all times be free from any restriction on transfer or rights of pre-emption and is and will at all times be free from any restriction on transfer or rights of pre-emption;
 - 6.1.5 this Charge does not and will not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which the Chargor is a party or by which it is bound;
 - 6.1.6 all necessary authorisations and consents to enable or entitle it to enter into this Charge have been obtained and will remain in full force and effect at all times during the subsistence of the security constituted by this Charge.
- 6.2 The Chargor undertakes to the Security Trustee to provide a copy of any report, accounts, circular or notice received in respect of or in connection with any of the Charged Property to the Security Trustee forthwith upon the receipt by the Chargor.
- 6.3 The Chargor shall promptly pay all calls or other payments due and will discharge all other obligations in respect of any part of the Charged Property and if the Chargor fails to fulfil any such obligations the Security Trustee may, but shall not be obliged to, make such payments on behalf of the Chargor in which event any sums so paid shall be reimbursed on demand by the Chargor to the Security Trustee together with interest at the rate stipulated in the Loan Agreement from the date of payment by the Security Trustee until repayment whether before or after judgment.
- 6.4 The Chargor shall indemnify the Security Trustee on a full indemnity basis against calls or other payments relating to the Charged Property and any defect in the Chargor's title to the Charged Property and against all actions, proceedings, losses, costs, claims and demands suffered or incurred in respect of anything done or omitted in any way relating to the Charged Property or in the exercise or purported exercise of the powers contained in this Charge by the Security Trustee.
- 6.5 The Chargor shall not do or cause or permit anything to be done which may adversely affect the security created or purported to be created by this Charge or which is a variation or abrogation of the rights attaching to or conferred by all or any part of the Charged Property without the prior written consent of the Security Trustee and shall take such action as the Security Trustee may in its discretion direct in relation to any proposed compromise, arrangement, reorganisation, conversion, repayment, offer or scheme of arrangement affecting all or any part of the Charged Property.
- 6.6 The Chargor undertakes to take all action it is legally able to do to ensure that the Security Trustee can be duly registered in the register of members as a member of the Company.

7. RIGHTS OF THE SECURITY TRUSTEE

- 7.1 The powers conferred on the Security Trustee by this Charge are solely to protect its interests in the Charged Property and shall not impose any duty on it to exercise any such powers. The Security Trustee shall not have any duty as to any Charged Property and shall incur no liability for:
- 7.1.1 ascertaining or taking action in respect of any calls, instalments, conversions exchanges, maturities, tenders or other matters in relation to any Charged Property or the nature or sufficiency of any payment whether or not the Security Trustee or any Secured Party has or is deemed to have knowledge of such matters; or
 - 7.1.2 taking any necessary steps to preserve rights against prior parties or any other rights pertaining to any Charged Property.
- 7.2 For the avoidance of doubt, the Security Trustee shall not be liable to account as mortgagee in possession in respect of all or any of the Charged Property and shall not be liable for any loss upon realisation or for any failure to present any interest, coupon or any bond or stock drawn for repayment or for any failure to pay any call or instalment or to accept any offer or to notify the Chargor of any such matter or for any failure to ensure that the correct amounts (if any) are paid or received in respect of the Charged Property unless due to wilful default or gross negligence.

8. NEW ACCOUNTS

If the Security Trustee receives notice (whether actual or otherwise) of any subsequent mortgage or charge affecting all or any part of the Charged Property the Security Trustee may open a new account or accounts with the Chargor and, if it does not open a new account, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice and as from that time all payments made by the Chargor to the Security Trustee shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount secured by this Charge at the time when the Security Trustee received or was deemed to have received such notice.

9. ENFORCEMENT

- 9.1 The security contained in this Charge shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.
- 9.2 The power of sale and other powers conferred on mortgagees by the Act (as varied or amended by this Charge) shall arise on and be exercisable at any time after the execution of this Charge and such powers conferred by the Insolvency (Northern Ireland) Order 1989 and all or any of the rights and powers conferred by this Charge shall be immediately exercisable without further notice to the Chargor.
- 9.3 After the security constituted hereby has become enforceable the Security Trustee may in its absolute discretion enforce all or any part of such security in such manner as it sees fit.

- 9.4 For the purposes of all powers implied by statute the Secured Liabilities shall be deemed to have become due and payable on the date hereof and Section 20 of the Act (restricting the power of sale) and Section 17 of the Act (restricting the right of consolidation) shall not apply to the security created by this Charge.

10. POWER OF SALE

At any time after the security constituted by this Charge has become enforceable the Security Trustee may without further notice to the Chargor exercise the power to sell or otherwise dispose of the whole or any part of the Charged Property, in such manner and on such terms and for such consideration (whether payable immediately or by instalments) as the Security Trustee shall in its absolute discretion think fit and without liability for loss whatsoever on the Secured Parties, unless due to gross negligence or wilful default and may (without prejudice to any right which it may have under any other provision of this Charge) treat such part of the Charged Property as consists of money as if it were the proceeds of such a sale or other disposal. The Security Trustee shall, after the payment of any claims having priority to the security created by this Charge, apply the proceeds without prejudice to the right of the Security Trustee to recover any shortfall from the Chargor in paying the costs of sale or other disposal and in or towards the discharge of the Secured Liabilities in such order as the Security Trustee in his absolute discretion thinks fit and the surplus (if any) of such proceeds shall be paid to the person or persons entitled to it.

11. PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with the Security Trustee shall be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it is purporting to exercise has become exercisable or whether any money is due under this Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Security Trustee. All the protection to purchasers contained in Sections 21 and 22 of the Act shall apply to any person purchasing from or dealing with the Security Trustee as if the Secured Liabilities had become due and the statutory powers of sale in relation to the Charged Property had arisen on the date of this Charge.

12. POWER OF ATTORNEY

- 12.1 The Chargor by way of security irrevocably appoints the Security Trustee to be the attorney of the Chargor (with full powers of substitution and delegation) for the Chargor and in his name or otherwise and on his behalf and as his act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, transfers, renunciations, proxies, notices, documents, acts and things which the Chargor may or ought to do under the covenants and provisions contained in this Charge and generally in his name and on his behalf to exercise all or any of the powers authorities and discretions conferred by or pursuant to this Charge or by the Act on the Security Trustee and to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it may deem proper in the exercise of all or any of the powers authorities or discretions conferred on the Security Trustee pursuant to this Charge.
- 12.2 The Chargor ratifies and confirms and agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of clause 12.1 and all money expended by

any such attorney shall be deemed to be expenses incurred by the Security Trustee under this Charge.

- 12.3 The Chargor undertakes to procure that all registered holders from time to time of any of the Charged Property shall forthwith grant the Security Trustee a power of attorney on the terms set out in clause 12.1 in respect of such Charged Property.

13. DISCHARGE OF SECURITY

The security constituted by this Charge shall be continuing and shall not be considered as satisfied or discharged by any intermediate payment or settlement of the whole or any part of the Secured Liabilities or any other matter or thing whatsoever including the bankruptcy of the Chargor and shall be binding until all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

14. AVOIDANCE OF PAYMENTS

- 14.1 No assurance, security or payment which may be avoided or adjusted under any enactment relating to bankruptcy or similar legislation binding on the Chargor in a jurisdiction other than Northern Ireland and no release, settlement or discharge given or made by the Security Trustee on the faith of any such assurance, security or payment shall prejudice or affect the right of the Security Trustee to recover from the Chargor (including the right to recover any monies which it may have been compelled by due process of law to refund under the provisions of the Insolvency (Northern Ireland) Order 1989 and any costs payable by it pursuant to or otherwise incurred in connection with such process) or to enforce the security created by or pursuant to this Charge to the full extent of the Secured Liabilities.
- 14.2 The Security Trustee may retain the security created by or pursuant to this Charge for a period of twenty five months after the Secured Liabilities shall have been paid and discharged in full notwithstanding any release settlement discharge or arrangement given or made by the Security Trustee on or as a consequence of such payment or termination of liability.

15. CUSTODY

The Security Trustee shall be entitled to provide for the safe custody by third parties of all stock and share certificates and documents of title deposited with the Security Trustee or its nominees relating to the Charged Property and shall not be responsible for any loss of or damage to any such certificates or documents.

16. COSTS

- 16.1 The Chargor shall on demand and on a full indemnity basis pay to the Security Trustee the amount of all costs and expenses and other liabilities (including legal and out-of-pocket expenses and any Value Added Tax on such costs and expenses) which the Security Trustee incurs in connection with:

16.1.1 any stamping or payment of stamp duty, reserve tax or registration of this Charge or any transfer of the Charged Property pursuant hereto;

16.1.2 any actual or proposed amendment of or waiver or consent under or in connection with this Charge;

16.1.3 any discharge or release of this Charge; or

16.1.4 the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with and the enforcement (or attempted enforcement) of this Charge

together with interest thereon at the Default Rate stipulated in the Loan Agreement from the date of demand (or if earlier the date of payment by the Security Trustee) until the date of payment by the Chargor whether before or after judgment.

17. NOTICES

17.1 Any notice and any permission, consent, approval or other authorisation to be served upon or given or communicated to one party by the other (in this clause called a "communication") under or in connection with this Charge shall be in writing and shall be made by letter.

17.2 Each communication to the Chargor shall be made at the address set out at the beginning of this Charge (or any substitute address which the Chargor may notify the Security Trustee by not less than five Business Days notice) will become effective and shall be deemed to have been received by the Chargor as follows (references to times are to times in the place of delivery of the communication):

17.2.1 a hand-delivered letter will be effective as soon as it is delivered; and

17.2.2 a letter sent by first class post or recorded delivery from and to an address in the UK will be effective at 9 am on the second Business Day after it is posted and a letter sent by airmail from or to an address elsewhere will be effective at 9 am on the tenth Business Day after it is posted,

for the purposes of this clause 17 if a notice is given or deemed to be given after 5 pm on a Business Day or on a day which is not a Business Day it shall be deemed to have been given on the next Business Day.

17.3 Each communication to the Security Trustee shall be made at the following address Assetz House, Manchester Green, 335 Styal Road, Manchester, M22 5LW. Each communication to the Security Trustee will become effective only when actually received by the Security Trustee.

18. MISCELLANEOUS

18.1 No delay or omission on the part of the Security Trustee in exercising any right, power or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge or that of any other right or remedy.

18.2 The Security Trustee's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Security Trustee deems expedient.

- 18.3 Any waiver by the Security Trustee of any terms of this Charge or any consent or approval given by the Security Trustee under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions if any on which it is given.
- 18.4 The security constituted by this Charge shall be in addition to and shall not be prejudiced determined or affected by nor operate so as in any way to determine, prejudice or affect any Encumbrance which the Agent or Security Trustee may now or at any time in the future hold for or in respect of the Secured Liabilities or any part of them and shall not be prejudiced by time or indulgence granted to any person or any abstention by the Security Trustee in perfecting or enforcing any remedies, securities, guarantees or rights it may now or in the future have from or against the Chargor or any other person or any waiver, release, variation, act, omission, forbearance, unenforceability, indulgence or invalidity of any such remedy, security, guarantee or right.
- 18.5 If at any time any one or more of the provisions of this Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction neither the legality, validity or enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 18.6 Any statement, certificate or determination of the Security Trustee as to the Secured Liabilities or without limitation any other matter provided for in this Charge shall in the absence of manifest error be conclusive and binding on the Chargor.

19. ASSIGNMENT AND TRANSFER

- 19.1 The Security Trustee may at any time, without the consent of the Chargor, by written notice to the Chargor resign as the security trustee under this Charge and appoint a successor as security trustee in which case there will be an automatic transfer of the whole of the Security Trustee's interest in and rights under this Charge to the successor. The Chargor shall, immediately upon being requested to do so by the Security Trustee, enter in to such documents as may be necessary or desirable to give effect to such transfer.
- 19.2 The Chargor may not assign or transfer any of its obligations under this Charge or enter into any transaction which would result in any of those obligations passing to another person.
- 19.3 The Security Trustee may disclose to any person related to the Security Trustee, any proposed or actual successor or person to whom it is proposing to transfer or assign or has transferred or assigned this Charge any information about the Chargor and any person connected or associated with it.

20. THIRD PARTY RIGHTS

Except as expressly provided in this Charge, no term of this Charge is intended to benefit of a third party, the parties do not intend that any term of this Charge should be enforceable by a third party (other than a permitted successor or assignor) either under the Contracts (Rights of Third Parties) Act 1999 or otherwise.

21. GOVERNING LAW AND JURISDICTION

- 21.1 This Charge and any claim, dispute or matter arising under or in connection with this Charge (including any non-contractual obligations arising out of or in connection with it) shall be governed by and shall be construed in accordance with the laws of Northern Ireland.
- 21.2 The Chargor irrevocably agrees for the exclusive benefit of the Security Trustee that the courts of Northern Ireland shall have jurisdiction to hear and determine any suit, action or proceeding and to settle any dispute which may arise out of or in connection with this Charge and for such purposes irrevocably submits to the jurisdiction of such courts.
- 21.3 Nothing contained in this Clause shall limit the right of the Security Trustee to take proceedings against the Chargor in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law).
- 21.4 The Chargor irrevocably waives any objection which he may have now or in the future to the courts of Northern Ireland being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

Executed as a Deed but not delivered until the date appearing at the beginning of this Deed

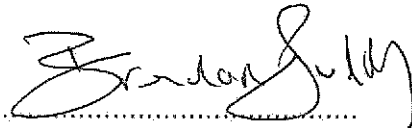
SCHEDULE

No and Class / Description of Share	Company
2 £1 Ordinary Shares	Harbour Mills Limited

Executed as a Deed (but not delivered until
the date hereof)

By Brendan Duddy Jr for

DD QUAYSIDE LIMITED

) 
)
) Director

In the presence of:

Witness Signature:

..... 

Witness Name:

..... MICHELLE DOHERTY

Witness Address:

..... 12 WESTWAY, DERRY

Witness Occupation:

..... FINANCE MANAGER

Executed as a Deed (but not delivered until
the date hereof)

By as attorney for

ASSETZ CAPITAL TRUST COMPANY LIMITED

under a power of attorney dated

)
)
)
) Attorney
)

In the presence of:

Witness Signature:

.....

Witness Name:

.....

Witness Address:

.....

Witness Occupation:

.....