



Companies House

MR01(ef)

Registration of a Charge

Company name: **HAUGHEY AIR LIMITED**

Company number: **NI027648**

Received for Electronic Filing: **09/08/2013**



X2EF8TP4

Details of Charge

Date of creation: **31/07/2013**

Charge code: **NI02 7648 0015**

Persons entitled: **NORTHERN BANK LIMITED (TRADING AS DANSKE BANK)**

Brief description: **ALL THE PROPERTY OF THE COMPANY WHATSOEVER AND WHERESOEVER BOTH PRESENT AND FUTURE, WHICH MAY INCLUDE LAND, SHIPS, AIRCRAFT AND INTELLECTUAL PROPERTY FROM TIME TO TIME.**

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

Notification of addition to or amendment of charge.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

A&L GOODBODY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI27648

Charge code: NI02 7648 0015

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 31st July 2013 and created by HAUGHEY AIR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th August 2013 .

Given at Companies House, Belfast on 9th August 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Branch : Corporate Banking

Our Ref: UK/

Dated the 31 day of July 2013

HAUGHEY AIR LIMITED

TO

NORTHERN BANK LIMITED

FLOATING CHARGE

Registered at Joint Stock Companies Registry on
the day of

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

Dated this 8th day of August 2013

A+L Goodbody

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

This Floating Charge made the 31 day of July 2013

BETWEEN HAUGHEY AIR LIMITED (NI027648)

whose Registered Office is situate at c/o Norbrook Laboratories Ltd, Station Works, Newry, County Down, BT35 6JP (hereinafter called "the Company") of the one part and NORTHERN BANK LIMITED (hereinafter called "the Bank") of the other part WITNESSETH as follows:-

1. In consideration of the Bank making or continuing advances or otherwise giving credit or affording banking facilities for as long as the Bank may think fit to the Company and/or any other person firm or company for the liabilities of which said person firm or company the Company may now be surety or hereafter may become surety upon the terms that the Bank should be secured as hereinafter appearing the Company pursuant to every power and by force of every estate enabling it in this behalf HEREBY CHARGES in favour of the Bank the undertaking of the Company and all its property whatsoever and wheresoever both present and future including its uncalled capital for the time being (hereinafter referred to as "the assets") as a security for all moneys the payment whereof is intended to be hereby secured such charge to be a floating security but so that

- (a) the Company shall not be at liberty without the previous consent in writing of the Bank to create any mortgage or charge or confer any lien on the assets or any part thereof or to sell or deal with its book or other debts or securities for money otherwise than for the purpose of getting in and realising the same in the ordinary way of business and
- (b) the Company shall if and whenever requested in writing by the Bank so to do execute in favour of the Bank a Legal Mortgage or Mortgages (in which all necessary parties shall join) upon any freehold or leasehold property for the time being of the Company for securing the payment in the events hereinafter mentioned of the said moneys hereby secured in such form as the Bank shall reasonably require.

2. If the Company shall on demand pay to the Bank all and every the sum or sums of money which now are or shall at any time be owing to the Bank by the Company anywhere on the current account of the Company or any other account whether from the Company solely or from the Company jointly with any other company or companies person or persons including the amount of notes or bills discounted or paid or other loans credits or advances made to or for the accommodation or at the request of the Company solely or jointly or any moneys for which the Company may be liable to the Bank in any way whatsoever whether as principal or surety or any liability or engagement incurred by the Bank whether certain or contingent by virtue of the Bank having entered into any Bond, Guarantee or Indemnity with any third party at the request of the Company together with in all the cases aforesaid all interest commission discount and other Bankers' charges including legal charges occasioned by or incident to this or any other security held by or offered to the Bank for the same indebtedness or by or to the enforcement of any such security then and in such case the Bank shall at any time after such payment shall have been so made upon the request and at the cost of the Company discharge these presents and release any Mortgage or Mortgages executed in pursuance of the provisions hereinbefore contained.

3. This security shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of any sum or sums of money owing as aforesaid but shall be a continuing security and extend to cover any sum or sums of money which shall for the time being constitute the balance due from the Company to the Bank on any such account as hereinbefore mentioned.

4. The Company hereby covenants with the Bank
 - (a) On demand to pay to the Bank all and every the sum or sums of money at any time owing on any such account together with all such charges as hereinbefore mentioned.
 - (b) At all times during the continuance of this security to keep any buildings or machinery which may from time to time form part of the assets (which words or designation "buildings and machinery" where herein used shall be deemed to mean and include all the buildings now or at any time hereafter in the occupation of or in use by the Company or in upon or about the lands for the time being of the Company whether freehold leasehold or otherwise

and the power and trade machinery affixed to or to some part of the said lands buildings and all other machinery utensils chattels and things now or at any time hereafter being in upon or about the said lands and buildings which are used therein or thereon or are requisite to complete the equipment for the carrying on of the trade or business now or at any time carried on therein unless such construction is excluded by the context) in a good state of repair and in perfect working order and condition AND not to pull down or remove any part of the buildings or sever or unfix or remove any of the fixtures thereto nor (except for the purpose of effecting necessary repairs thereto) to remove any of the machinery utensils chattels and things the property of or in use by the Company AND whenever any of the said last-mentioned machinery utensils chattels and things are destroyed injured or deteriorated forthwith to repair replace and make good the same.

- (c) To insure and keep insured the buildings and machinery and all other the loose assets raw materials and other stock in trade comprising or forming part of the assets against loss or damage by fire or explosion in their full value for the time being in such Office or Offices as the Bank shall approve AND punctually to pay all premiums necessary for the purposes of such insurance AND forthwith on demand to produce to the Bank the policy or policies of such insurance and the receipt of every such payment AND to apply all moneys which may be received by virtue of any such policy either in making good the loss or damage in respect of which the same may have been received or (at the option of the Bank and without prejudice to any obligation in the policy of insurance or to any other obligation having priority to the obligations imposed by these presents) in discharge or reduction of the moneys hereby secured.

5. In the event of the Company at any time refusing or neglecting to keep on foot insurances in accordance with Clause 4 hereof or to produce any policy or receipt to the Bank as therein contained the Bank shall be entitled to exercise the powers of insurance against fire conferred by Statute on Mortgagees and the Company shall forthwith on demand repay to the Bank every sum expended by them in so doing together with interest thereon from the date of expenditure at the rate stipulated in Clause 7 hereof.

6. The money owing upon this security shall become due and payable upon demand for payment being made by the Bank or any Manager or other Officer of the Bank or any Branch thereof or the Solicitor to the Bank for the time being by notice in writing either left at or sent by post to the registered office of the Company but the moneys hereby secured shall without any demand being made therefor become due and payable in each of the following events:-

- (a) If an Order be made or if a Resolution whether requiring confirmation or not be passed for the winding of the Company;
- (b) Upon the presentation of a petition for an administration order in relation to the Company;
- (c) If the Company shall convene any meeting(s) of its creditors under Article 16 of The Insolvency (Northern Ireland) Order 1989 or Section 3 of The Insolvency Act 1986;
- (d) If an execution or distress is levied or enforced upon or against any of the chattels or property of the Company and the same is not paid not within two days of the levying of the same;
- (e) If the Company shall stop payment or shall cease to carry on its business or threaten to cease to carry on the same;
- (f) If a Receiver of the Company's undertaking or any part thereof shall be appointed;
- (g) If an administrator of the Company shall be appointed
- (h) If the Company shall make default in the performance or observance of any covenant condition or provision binding on the Company under these presents.

7. As from the date upon which the money owing upon this security shall have become due and payable all and every such sum or sums of money and all such charges (as set out in Clause 2 hereof) shall together be capitalised and form an aggregate principal sum which shall thenceforth carry interest until the actual payment thereof at the same rate of interest which applied immediately before the date of

such demand and such interest shall stand charged and secured on the assets together with and in the like manner as the said aggregate principal sum.

- 8.1 At any time after the money owing upon this security shall have become due and payable as aforesaid the Bank shall have power by instrument in writing to appoint any person or persons whether an Officer or Officers of the Bank or not to be a Receiver or Receivers of all or part of the assets and may in like manner remove any such Receiver.
- 8.2 At any time after the money owing upon this security shall have become due and payable as aforesaid the Bank shall have power by instrument in writing to appoint any person or persons qualified to be so appointed to be an administrator of the Company.
- 8.3 Paragraph 15 of Schedule B1 to the Insolvency (Northern Ireland) Order 1989 (incorporated by Schedule 1 of the Insolvency (Northern Ireland) Order 2005) shall apply to this Floating Charge.

9. Any Receiver so appointed shall have power from time to time to take possession of collect and get in the assets in respect of which he has been appointed and to carry on or concur in carrying on the business of the Company and (without being required to give any notice in that behalf) to sell or concur in selling all or any part of the assets including the goodwill of the Company's business (and as to fixtures to sell or concur in selling the same either attached to or separated from the hereditaments to which they are fixed) and to make any arrangement or compromise which he may think expedient and to demise or to let the Company's premises or any part or parts thereof for such term of years or from year to year or other less period than a year at such rent and subject to such agreements covenants and conditions and either with or without fine or premium as such Receiver shall think fit and may also accept surrenders of any Lease or Tenancy of the Company's premises or any part thereof whether granted by such Receiver or not upon any terms (including the payment of money) which such Receiver shall think reasonable and may grant other Leases or Tenancies of the premises so surrendered or any part or parts thereof under the power aforesaid and may without the necessity for the Bank to give any written direction in that behalf effect any insurance execute any repairs and pay any outgoing which such Receiver shall think proper and may expend for such purposes not only any income which he may receive but also such further moneys as may be necessary such further moneys with interest to be repayable by the Company and in the meantime to be charged on the assets as if they had formed part of the moneys secured hereby at the time of the appointment of such Receiver and such Receiver may make any arrangement or compromise which he shall think expedient in the interests of the Bank and may take or defend any legal or other proceedings in the name of the Company or otherwise and may for the purpose of carrying on the business of the Company raise money on the assets in priority to the charge hereby created and may carry any sale demise or lease into effect by conveying assigning demising and leasing in the name and on behalf of the Company (for which purpose the Company hereby irrevocably appoints every Receiver appointed hereunder to be Attorney of the Company) or otherwise and may make calls conditionally on the members of the Company in respect of the uncalled capital with such and the same powers for that purpose and for the purpose of enforcing payment of any so made as are by the Articles of Association of the Company conferred on the Directors thereof in respect of calls authorised to be made by them and in the names of the Directors or in that of the Company or otherwise and to the exclusion of the Directors' power in that behalf and every Receiver appointed by the Bank shall be the agent of the Company and the Company shall be solely responsible for his acts or defaults and his remuneration.

10. All moneys received by any such Receiver shall after providing for the matters specified in paragraphs (i) (ii) and (iii) of Section 24 (8) of the Conveyancing and Law of Property Act 1881 and in Section 754 of the Companies Act 2006 and Article 346 of The Insolvency (Northern Ireland) Order 1989 and for all costs charges and expenses of and incidental to the exercise of the Receiver's powers be paid to the Bank and applied in discharge or part discharge first of any interest and secondly of any principal due and payable to the Bank hereunder. The foregoing provisions shall take effect by way of variation and extension of Sections 19 and 21 to 24 inclusive of the Conveyancing and Law of Property Act 1881 as amended by the Conveyancing Act 1911 and the provisions of those Sections and the

powers thereby conferred on a Mortgagee or Receiver as so varied and extended shall apply to and be exercisable by any such Receiver so far as applicable and Section 20 of the Conveyancing and Law of Property Act 1881 shall not apply.

11. This security shall be in addition to and shall not be in anywise prejudiced or affected by any collateral or other security now or hereafter held or judgment or order obtained by the Bank for all or any part of the moneys hereby secured nor shall such collateral or other security judgment or order or any lien to which the Bank may be otherwise entitled (including any security charge or lien prior to the date of these presents on the assets or any part thereof) or the liability of any company or companies person or persons not party hereto for all or any part of the moneys hereby secured be in anywise prejudiced or affected by this security.

12. The Bank shall have full power at their discretion to give time for payment to or make any other arrangement with any such other company or companies person or persons not parties hereto without prejudice to the liability of the Company hereunder and all moneys received by the Bank from the Company or any person or persons liable to pay the same may be applied by the Bank to any Account or item of account or any transaction to which the same may be applicable.

13. The Company shall not except with the written consent of any Manager or other Officer of the Head Office of the Bank exercise the powers of leasing or of agreeing to lease or of accepting or agreeing to accept surrenders conferred by Section 18 of the Conveyancing and Law of Property Act 1881 as amended by the Conveyancing Act 1911 on a Mortgagor of land while in possession but it shall not be necessary to express such consent in any such lease surrender or agreement.

14. Where the context so admits the expression "the Company" shall include its successors or permitted assigns and the expression "the Bank" shall include its successors or assigns.

15. This security shall be governed by and construed in accordance with the law of Northern Ireland and the Company submits to the jurisdiction of the Northern Ireland Courts.

IN WITNESS whereof this deed is executed by the Company the day and year first herein written.

Executed as a Deed
by **HAUGHEY AIR LIMITED**
acting, by one Director
in the presence of



Witness Signature



Director

ROBERT G. FERGUSON
SOLICITOR/NOTARY PUBLIC
3 TREVOR HILL
NEWRY BT34 1DN

Witness Name

Witness Address

The within named NORTHERN BANK LIMITED hereby acknowledge that it has no further interest in the within written Floating Charge and that the same is hereby discharged.

Dated this day of