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COMPANIES FORM No. 402

DEPARTMENT OF ENTERPRISE
TRADE & INVESTMENT
COMPANIES REGISTRY

CR53

19 MAR 2008

402

Particulars of a mortgage or charge

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

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

For official use

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Company Number

NI002764

* insert full name of
company

Name of Company

L HERBERT & SON LIMITED

Date of creation of the charge

14th March 2008

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

Debenture

Amount secured by the mortgage or charge

All monies and the discharge of all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Governor Bank by the Company of the Bank of Ireland ("the Bank") in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting any notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Bank for or at the request of the Company, and all amounts which may become payable or for which the Company may become liable under the Debenture and together with interest to date of payment as thereafter provided, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Bank or any receiver in relation to the Company or all or any part of the property, assets and rights for the time being

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

The Governor and Company of the Bank of Ireland, Lower Baggot
Street in the City of Dublin

Presentor's name, address and Reference (if any)	For Official Use Public Office	Mortgage Section
C & H Jefferson, 7 Fountain Street, Belfast, BT1 5EA Ref: CMcC/AD/B157/1144		

- (a) all of the property described in the First Schedule thereto to hold so much of same as is of freehold tenure unto the Bank for a term of 1,000 years from the date hereof and to hold so much of same as is of leasehold tenure unto the Bank for the residue of the respective term or terms of years for which the Company now holds the same respectively (less the last day of each such term or terms) subject to the proviso for redemption contained in the Debenture.
- (b) those parts of the property described in the First Schedule thereto as are registered in the Land Registry or are required to be registered
- (c) by way of fixed charge all fixed and moveable plant, machinery and equipment from time to time on the property described in the First Schedule thereto.
- (d) by way of fixed charge all future freehold and leasehold property of the Company and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon.
- (e) by way of fixed charge all present and future goodwill and connection of all businesses carried on by or on behalf of the Company, any patents, trade marks, copyrights, registered designs and similar assets or rights for the time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto and any uncalled capital for the time being of the Company.
- (f) by way of fixed charge all book debts and other debts and all moneys whatsoever for the time being due, owing or payable to the Company, (including the benefit of any judgment or order to pay a sum of money) and the benefit of any mortgages, charges, pledges, liens, rights of set off or any security interest whatsoever, howsoever created or arising, for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company.
- (g) by way of fixed charge all shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages.
- (h) by way of fixed charge all the right, title and interest of the Company to and in any proceeds of any present or future insurances or compensation due under the Criminal Damage (Compensation) (NI) Order 1977.
- (i) by way of floating charge the undertaking and all other property, assets and rights of the Company whatsoever and wheresoever both present and future.

The Mortgage or Charge hereby created shall as regards the property described at clauses (a) – (h) above be a first fixed charge or mortgage (and as regards all those parts of the property described at clauses (a) – (c) now or hereafter vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the property described at clause (i) and to the extent any property, assets and/or rights are not or have ceased to be effectively mortgaged or charged by way of first fixed charge or mortgage shall be a floating charge but so that the Company shall not without the consent in writing of the Bank create any mortgage, debenture, charge, pledge or any security interest whatsoever upon and so that no lien or right of set off shall in any case or in any manner arise on or affect any part of the property described under Clause 4 of the Debenture ranking either in priority to or *pari passu* with the charge or mortgage thereby created or which will rank after the charge or mortgage contained in the Debenture.

Please do not write in this margin

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

Particulars as to commission, allowance or discount (note 3)

N/A

Signed G.H. Jefferson Date 19/3/08

On behalf of [~~company~~][mortgagee/chargee]*

* delete as
appropriate

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Article 402). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (Article 405). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (Article 405), and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where Article 405(4) applies (property situate in Great Britain) and Form No.405 is submitted.

2. A description of the instrument, e.g. "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.

3. In this Box there should be inserted the amount or rate per cent, of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:

(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or

(b) procuring or agreeing to procure subscriptions, whether absolute or conditional,

for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.

4. If any of the spaces in this form are insufficient the particulars must be entered on the prescribed continuation sheet.



NI002764

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE

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

I HEREBY CERTIFY that a Debenture dated
the FOURTEENTH day of MARCH two-thousand and EIGHT and created by

L. HERBERT & SON, LIMITED

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

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

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

Given under my hand at Belfast, this the NINETEENTH day of MARCH two-
thousand and EIGHT

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

for the Registrar of
Companies for Northern Ireland