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COMPANIES FORM No. 402



CR53

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

NI 054540

* insert full name of
company

Name of Company

A & F SPIERS LIMITED

Date of creation of the charge

29/6/07

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

Mortgage Debenture

Amount secured by the mortgage or charge

See attached sheet

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

AIB Group (UK) Plc 4 Queens Square, Belfast, BT1 3DJ

Presentor's name, address and Reference (if any)	For Official Use Public Office	Mortgage Section

Short particulars of all the property mortgaged or charged

The Company as security for the payment and discharge of the Secured Obligations (as defined in the Mortgage Debenture) as beneficial owner hereby:

(a)

(See continuation sheet)

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)

Signed Francene Spiers Date 29/6/07

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.

Amount secured by the mortgage or charge:

- (a) all sums of money which have been or are now or may hereafter from time to time be advanced to the Company by the Bank;
- (b) all other indebtedness and/or liabilities whatsoever of the Company to the Bank present, future, actual and/or contingent and whether incurred solely, severally, jointly and as principal or surety;
- (c) (on a full indemnity basis) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made) in relation to the realisation, enforcement, protection or perfection or rights under this Mortgage Debenture and the security constituted hereby or the recovery of any of the indebtedness or other liabilities of the Company by the Bank, or by any Receiver or by any delegate or sub-delegate appointed by the Bank pursuant to this Mortgage Debenture including (but without prejudice to the generality of the foregoing) remuneration payable to any Receiver, delegate or sub-delegate as aforesaid PROVIDED THAT in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned in this Clause (c), interest shall accrue and be payable as from the date on which the same are paid by the bank, or by any such Receiver, delegate or sub-delegate as therein mentioned or become due to such Receiver, delegate or sub-delegate under the terms of this appointment without the necessity for any demand being made for payment thereof and PROVIDED FURTHER THAT such costs, charges, and expenses shall for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Mortgage Debenture and the recovery of the liabilities secured by it. A certificate signed by an officer of the Bank as to the amount of such costs and expenses for the time being due or incurred to the Bank from or by the Company shall for all purposes (in the absence of manifest error) be conclusive evidence against and binding upon the Company; and
- (d) interest and charges upon or relating to all such advances, indebtedness, liabilities, costs, expenses and other moneys until demand at the Agreed Rate of Interest (as defined in the Mortgage Debenture) or in default of any Agreed Rate of Interest at the Specified Rate of Interest (as defined in the Mortgage Debenture) and from and after demand until full discharge (as well after as before judgment) at the Specified Rate of Interest or the Agreed Rate of Interest (whichever is the higher) and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest.

Short particulars of all the property mortgaged or charged: (continuation sheet)

(i) demises and assigns unto the Bank so much of the hereditaments and premises described or referred to in the Schedule of the Mortgage Debenture as are unregistered land TO HOLD as to so much thereof as are freehold unto the Bank for the term of ten thousand years from the date hereof without impeachment of waste and as to so much thereof as are leasehold unto the bank for the residue or residues of the term of respective terms of years for which the same are held less the last three days of such term or of each of such terms without impeachment of waste and

(ii) as registered owner or the person entitled to become registered as owner charges in favour of the Bank so much of the lands described or referred to in the Schedule as are registered or are required to be registered in the Land Registry by virtue of the statutes in that behalf or otherwise and assents to the registration of the charge hereby created as a burden affecting such lands all of which said hereditaments premises and lands hereby demised and/or charged are hereinafter referred to as "the Legally Mortgaged Property"

(b) by way of fixed equitable charge charges all estates or interests in any freehold or leasehold property (except the Legally Mortgaged Property) now and at any time during the continuance of this security belonging to or charged to the Company and all licences now or hereafter held by the Company to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become a party or otherwise entitled and all buildings, fixtures (including trade fixtures) and fixed plant and machinery owned by the Company and from time to time on or in any freehold or leasehold property an interest in which is charged hereunder (together "the Equitably Charged Property") and/or the proceeds of sale of the Equitably Charged Property;

(c) (i) by way of fixed charge charges all book debts and other debts now and from time to time due or owing to the Company including, for the avoidance of doubt, under interest rate risk hedging arrangements ("the Book and Other Debts") and (subject to the provisions of Clause 8(2) of the Mortgage Debenture) all moneys which the Company receives in respect thereof;

(ii) by way of fixed charge charges all balances standing to the credit of any current, deposit or other account of the Company with the Bank (including, inter alia, any account with the Bank designated a realisations account for the proceeds of disposal of any of the assets of the Company) or with other bankers, financial institutions or similar third parties ("the Credit Balances");

(d) by way of fixed charge charges all stocks, shares and/or other securities in any other body corporate whether or not certificated (together "the Securities") now or at any time during the continuance of this security belonging to the Company (including, without prejudice to the generality of the foregoing, loan capital, indebtedness or

liabilities on any account or in any manner owing to the Company) and all rights in respect of or incidental to the Securities;

(e) by way of fixed charge charges the goodwill and the uncalled capital of the Company now or at any time hereafter in existence and future calls (whether made by the direction of the Company or a Receiver or a Liquidator) and the licences, patents, patent applications, trade names and rights in trademarks, copyrights, whether registered or not, rights in the nature of copyright, registered designs, know how, inventions, rights in confidential information, service marks and all other intellectual property rights now or at any time during the continuance of this security belonging to the Company (together the "Goodwill and Intellectual Property");

(f) by way of fixed charge charges all plant, machinery, vehicles, computers and office and other equipment now or at any time during the continuance of this security belonging to the Company other than insofar as it is part of the Company's stock in trade (together "the Equipment");

(g) by way of floating charge charges its undertaking and all its other property, assets and rights whatsoever and wheresoever present and/or future, including those expressed as charged by way of fixed charge if, and to the extent that such charge may fail (whether by virtue of the laws of Northern Ireland or the laws of any other jurisdiction in which the relevant property, asset or right is located or to which it is subject) for any reason to operate as a fixed charge (hereinafter called "the Property charged by way of Floating Charge" and together with the Legally Mortgaged Property, the Equitably Charged Property, the Book and Other Debts, the Credit Balances, the Securities, the Goodwill and Intellectual Property, the Equipment and all other property hereby mortgaged or charged collectively called "the Charged Property" which expression may be taken to refer to the real and/or the personal or incorporeal property hereby mortgaged or charged as the context may require or admit); and

The Mortgage Debenture also contains the following covenants:

1. The Company covenanted and agreed with the Bank to observe and perform all obligations and/or restrictions affecting the Charged Property or any part or parts thereof or borrowings by or securities issued by the Company or contained in or arising by virtue of (i) any applicable law, statute, rule or regulations or any judgment, decree or permit to which it is subject; (ii) any agreement or other instrument to which the Company is a party or is subject or by which it or any of its property is bound; and (iii) the Company's Memorandum and Articles of Association; and

2. The Company covenanted and agreed with the Bank not to create any mortgage, charge or other security, interest over all or any part of the Legally Mortgaged Property, the Equitably Charged Property, the Equipment, the Goodwill, the Securities and Intellectual Property without the consent in writing of the Bank.

3. The Company also covenanted and agreed with the Bank not without the consent in writing of the Bank:

(a) to create any mortgage, charge or other security interest ranking in priority to, pari passu with or subsequent to the Floating Charge; and/or

(b) sell or otherwise dispose of the whole or, except in the ordinary course of trading and for full value, any part of the Company's undertaking



NI054540

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE

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

I HEREBY CERTIFY that a Mortgage Debenture dated
the TWENTY-NINTH day of JUNE two-thousand and SEVEN and created by

A & F SPIERS LTD

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

AIB GROUP (UK) PLC

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 EIGHTEENTH day of JULY two-
thousand and SEVEN

A handwritten signature in black ink that reads "Louise Hunter".

for the Registrar of
Companies for Northern Ireland