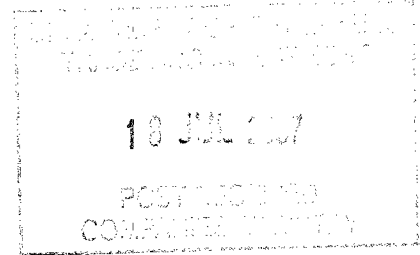




00373160

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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	54540
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* insert full name of
company

Name of Company

A & F SPIERS LTD

Date of creation of the charge

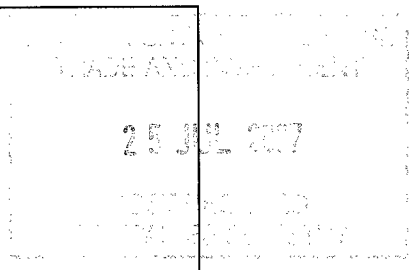
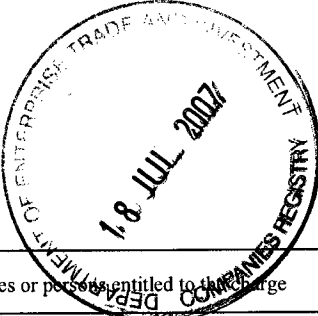
29/6/07

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

Mortgage/Charge Deed

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

All that the freehold/leasehold property known as: Site situate at
Ballynemaqua Road ^{County Down} comprised in folio
DN 127905 Co Down

Please do not
write in this
margin

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

(See continuation sheet)

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

Signed Flaurence Spier's 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:

All sums of money which have been or are now or may hereafter at any time or from time to time be advanced to the Company by the Bank, all other indebtedness and/or liabilities whatsoever of the Company to the Bank present, future, actual and/or contingent and whether on any banking or other account or otherwise in any manner whatsoever including such indebtedness and/or liabilities due under the term hereof (whether alone or jointly or severally with any person and in whatever style, name or form and whether as principal or surety), (on a full indemnity basis) all costs and expenses incurred by the Bank and/or any Receiver (including any Receiver's remuneration) in relation to this Mortgage/Charge and/or any such advances indebtedness and/or liabilities on a full indemnity basis (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 the Mortgage/Charge and the recovery of the liabilities secured by it) the amount of any acceptance or other credits and any cheques, notes or bills from time to time given or assumed by the Bank and all commission discount and banking charges; and interest and charges upon or relating to all such advances, indebtedness, liabilities, unpaid interest, costs and expenses, acceptance credits, cheques, notes, bills, commission, discount and banking charges until demand at the Agreed Rate of Interest (as defined in the Mortgage/Charge) or in default of any Agreed Rate of Interest at the Specified Rate of Interest (as defined in the Mortgage/Charge) 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 higher) and such interest shall be compounded quarterly 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 property mortgaged or charged: (continuation sheet)

The Mortgage/Charge also contains the following covenants:

1. The Company will not commence, undertake or carry out (nor allow to be commenced, undertaken or carried out) any development within the meaning of the Planning Orders on the Mortgaged Property or any part thereof without the relevant or necessary planning permission prescribed in the Planning Orders having been first obtained.
2. The Company will not sell, transfer, assign, lease, share or part possession with, declare a trust of, grant any right or rights over or otherwise dispose of the Mortgaged Property without the prior consent of the Bank.
3. The Company shall not vary, alter, amend the terms of any lease, licence or any other deed or document of whatever sort which affects the Mortgaged Property (whether superior or inferior to the interest of the Company) without the prior consent of the Bank.
4. The Company shall not grant or give any licence or consent to assign transfer sublet or otherwise dispose of any lease of the Mortgaged Property or any part thereof without the written consent of the Bank.
5. The Company shall not change the use or uses to which the Mortgaged Property is now put nor to apply for any consent or authorisation which is required in connection with such change of use without the Bank's prior consent.



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 or Charge 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