

NI00188

Register of Mortgages for  
AUSTIN & CO., LIMITED

Printed on: 04/01/2002  
[P = Partly Satisfied]  
[W = Wholly Satisfied]

Particulars of Mortgage

Names of  
Mortgagees  
AIB GROUP (UK) plc  
4 QUEENS SQUARE

Satisfactions  
W/P Date Doc

Doc. No. 130  
Registered 03/01/2002  
Created 28/12/2001  
Acquired Amount # 0

MORTGAGE DEBENTURE - ALL MONIES  
THE ASSETS OF THE COMPANY DESIGNATED  
HEREUNDER:-  
(B) BY WAY OF FIXED EQUITABLE CHARGE  
CHARGES ALL ESTATES OR INTERESTS IN ANY  
FREEHOLD AND LEASEHOLD PROPERTY (EXCEPT  
THE LEGALLY MORTGAGED PROPERTY) NOW AND  
AT ANY TIME DURING THE CONTINUANCE OF  
THIS SECURITY BELONGING TO OR ..... SEE  
DOC. NO. 130 FOR FURTHER DETAILS.

# M

COMPANIES FORM No. 402

CR 53

## Particulars of a mortgage or charge

# 402

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\* insert full name  
of company

To the Registrar of Companies

For official use

Company number

391657

NI 188

Name of company

\* AUSTIN &amp; CO., LIMITED

Date of creation of the charge

28<sup>th</sup> December 2001.

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

MORTGAGE DEBENTURE

Amount secured by the mortgage or charge

All such sums as are now or shall from time to time  
hereafter become due and owing by the Company to AIB  
Group (UK) P.L.C. in any manner whatsoever

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

AIB GROUP (UK) P.L.C.  
4 QUEENS SQUARE  
BELFAST BT1 3DJ

Postcode

Presenter's name, address and  
reference (if any):

DAB/BM/AIB  
McCartan Turkington Brown  
Solicitors  
88 Victoria Street  
BELFAST BT1 3GN

For official use

Public Office

- 3 JAN

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ENTERPRISE  
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Mortgage Section

03 JAN 2002

**Short particulars of all the property mortgaged or charged (continued)**

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legibly, preferably  
in black type,  
bold block letters

8(2) hereof) 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);

N.B. This Debenture provides that the Company shall not be at liberty to create any Mortgage or Charge in priority or pari passu therewith.

DUPLICATE FOR THE FILE



NI00188

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-eighth day of December Two Thousand and One and created by

AUSTIN & CO., LIMITED

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) P.L.C.

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 third day of January  
Two Thousand and Two

*M. E. H.*

for the Registrar of Companies for  
Northern Ireland

Certificate  
received by

*John O'Connell*

Date

*10/01/02*

Short particulars of all the property mortgaged or charged

The assets of the Company designated hereunder:-

(b) by way of fixed equitable charge charges all estates or interests in any freehold and 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

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

Signed McCartan Turkington Breen

Date 3rd January 2002

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, eg "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.