



**Companies House**

**MR01**(ef)

**Registration of a Charge**

Company name: **NORBROOK LABORATORIES LIMITED**

Company number: **NI007665**

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



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**Details of Charge**

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

Charge code: **NI00 7665 0041**

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

Brief description:

**Contains fixed charge(s).**

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**Authentication of Form**

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

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**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: NI7665

Charge code: NI00 7665 0041

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 31st July 2013 and created by NORBROOK LABORATORIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2013 .

Given at Companies House, Belfast on 9th August 2013



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated this 31 day of July 2013

**NORBROOK LABORATORIES LIMITED**

To

**NORTHERN BANK LIMITED**

**MORTGAGE**

OF

POLICY/POLICIES OF LIFE ASSURANCE

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 8 day of August 2013

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1&1 Goodbody Northern Ireland  
6th Floor, 42-46 Fountain Street, Belfast, BT1 5EF

**THIS INDENTURE** made the 31 day of July 2013 **BETWEEN**

**NORBROOK LABORATORIES LIMITED** a company incorporated in Northern Ireland having company number NI007665 whose registered office is at Station Works, 11 Camlough Road, Newry Co. Down BT35 6JP (hereinafter called "the **Mortgagor**") of the one part and **NORTHERN BANK LIMITED** (hereinafter called "the **Bank**" which expression shall include and extend to its assigns) of the other part

**WITNESSETH**

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 Mortgagor upon the terms that the Bank should be secured as hereinafter appearing the Mortgagor as Beneficial Owner hereby assigns unto the Bank ALL THAT AND THOSE the Policy or Policies or Assurance mentioned in the Schedule hereto And all monies assured by or to become payable under the said Policy or Policies or any of them and the full benefit thereof And all the right title and interest whatsoever of the Mortgagor therein or thereto with power to give an effectual discharge or effectual discharges for any of the monies so assured or to become payable TO HOLD the said premises unto the Bank absolutely subject nevertheless to the provisions for redemption contained in Clause 2 hereof.

2. If the Mortgagor or his successors in title 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 Mortgagor anywhere whether on the current account of the Mortgagor or on any other account whether from the Mortgagor solely or from him jointly with any other person or persons or from any firm in which he may be a partner 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 either of the Mortgagor solely or jointly or of any such firm as aforesaid or whether the said sum or sums are moneys for which the Mortgagor may be liable to the Bank in any other 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 Mortgagor 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, the Bank shall at any time after such payment shall have been or so made upon the request and at the cost of such person or persons for the being entitled to the said premises as aforesaid reassign the said premises to him or them or as he or they shall direct.

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 Mortgagor to the Bank on any such account or otherwise as hereinbefore mentioned.

4. The Mortgagor hereby covenants with the Bank

- (a) That he will on demand pay to the Bank all and every the sum or sums of money at any time owing on any such account or otherwise as is referred to in Clause 2 hereof together with all such interest commission and other charges as in the said Clause mentioned and that all and every the said sum or sums of money shall together with such interest commission and other charges be capitalised and form an aggregate principal sum as from the date of demand and that such aggregate principal sum shall carry interest from the date of demand until actual payment thereof at the same rate per annum as applied immediately before the

date of said demand to the advance or advances made to the Mortgagor and secured hereby and that such interest shall stand charged and secured on the premises hereby assigned together with and in like manner as the said aggregate principal sum.

- (b) That he will not at any time hereafter do any act or commit any default whereby the said Policy or Policies or any of them (if more than one) may be rendered void or voidable.
- (c) That if at any time during the continuance of this security the said Policy or Policies or any of them (if more than one) or any new Policy or Policies to be effected as hereinafter mentioned shall by any means become void, forthwith at his own cost effect or enable the Bank to effect a new Policy or Policies in lieu of such void Policy or Policies in the name or names of the Bank in some office to be approved of by the Bank in such sum or sums as would have been payable under the Policy or Policies which shall have become void if the life assured had died.
- (d) That he will duly and regularly pay the premiums and other sums of money (if any) which shall from time to time become payable for keeping on foot the said Policy or Policies hereby assigned and every or any such new Policy or Policies as aforesaid and will deliver to the Bank the receipt for every such premium within seven days after the same shall become due.

5. It shall be lawful for the Bank at any time or times hereafter during the continuance of this security without any notice to or any further consent or concurrence of the Mortgagor or any person or persons interested in the said premises subject to this security to sell the said Policy or Policies or any substituted Policy or Policies or any of them either by way of surrender to the Office by which the same respectively has or have been or may be granted or by public auction or private contract and either with or without special stipulations and conditions relative to title or otherwise with power to buy in the said premises or any of them at any sale by auction or to rescind any contract for the sale thereof and to re-sell the same from time to time without being liable for any loss or diminution in price and with power also to execute assurances and give effectual receipts for the purchase money and to do all other acts and things for completing the sale which the Bank shall think proper.

6. In addition to all other protection afforded by Statute every purchaser or other third party dealing with the Bank shall be entitled and bound to assume without enquiry that some mortgagor money is owing on the security hereof and that a demand therefor has been duly made hereunder and that the sale or other proceedings is otherwise regular and proper.

7. In case default shall be made by the Mortgagor in keeping on foot the said Policy or Policies hereby assigned or any of them (if more than one) or in effecting or keeping on foot any such new Policy or Policies as aforesaid then and in every such case it shall be lawful for the Bank to keep on foot the said Policy or Policies hereby assigned or any of them (if more than one) or to effect or keep on foot any such new Policy or Policies as aforesaid (as the case may require) if the Bank shall think fit so to do and all moneys paid by the Bank for that purpose with interest at the same rate per annum as applied immediately before the payment of the said moneys by the Bank to the advance made to the Mortgagor and secured hereby computed from the time or respective times of paying or advancing the same shall be repaid to the Bank by the Mortgagor on demand and shall in the meantime be charged on the Policy or Policies and premises for the time being subject to this security in addition to the moneys hereby secured as aforesaid and the interest thereon.

8. During the continuance of this security the Bank may claim and receive any bonus or bonuses or additions now or hereafter to be declared or become payable in respect of the said

Policy or Policies or any of them and the same moneys shall accordingly be paid to them and their receipt shall be a good discharge for the same.

9. The Bank shall be entitled to exercise any option which may for the time being be exercisable by the rules of the Office with regard to the said Policy or Policies or any of them or the premium or premiums thereof or with regard to the said bonus or bonuses or any advantages or additions thereto and also to elect as to the manner and terms of payment of any of the aforesaid moneys or as to any of the advantages offered by any of the Offices in respect of the said Policy or Policies or any of them.

10. Any demand hereunder may be effectually made by oral notice to the Mortgagor his executors administrators or assigns by any Manager or other Officer of the Bank or any Branch thereof or by notice in writing under the hand of any such Manager or other Officer either served personally on the Mortgagor his executors administrators or assigns or left for or sent by post to him or them at his or their respective addresses in Great Britain or Ireland as appearing in the records of the Bank.

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 by the bank for all or any part of the moneys secured nor shall such collateral or other security or any lien to which the Bank may be otherwise entitled or the liability of any person or persons not parties hereto for all or any part of the moneys hereby secured be in anywise prejudiced or affected by this security, and the Bank shall have full power at their discretion to give time for payment to or make any other arrangement with any such other person or persons without prejudice to the liability of the Mortgagor hereunder.

12. All moneys received by the Bank from the Mortgagor or any person or persons liable to pay the same may be applied by the Bank to any account or any transaction to which the same may be applicable.

13. Section 17 of the Conveyancing and Law of Property Act 1881 shall not apply to this security and the Mortgagor and his successors in title shall not be entitled to redeem this security without at the same time redeeming every or any existing or future mortgage for the time being held by the Bank on other property now or at any time hereafter belonging to the Mortgagor or his successors in title or to redeem any other such mortgage without at the same time redeeming this security.





14. The Bank shall as an additional security for the moneys hereby secured have a lien and charge on all stocks shares securities and other property of the Mortgagor which or the certificates scrip or other documents of title whereof now are or shall hereafter be deposited with or held by the Bank whether for safe custody or for any other special purpose or otherwise and on all moneys now or hereafter standing to the credit of the Mortgagor with the Bank whether on any current or other account.

15. In these presents unless the context otherwise requires words importing the singular number also include the plural number and vice versa and words importing the masculine gender also include the feminine gender; and where two or more persons are included in the expression "the Mortgagor" covenants expressed to be made by the Mortgagor shall be deemed to be made by such persons jointly and severally.


16. This security shall not cover any sum or sums of money arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974 unless specifically agreed between the Mortgagor and the Bank.

IN WITNESS whereof the Mortgagor has hereunto set his hand and seal and the Bank has caused its common seal to be hereunto affixed the day and year first before written.

SCHEDULE HEREINBEFORE REFERRED TO

Date of Policy	On Life of	Office in which effected	Number of Policy	Sum Assured
18 August 1989	Lord Ballyedmond (also known as Mr E Ballyedmond)	Friends Life Services Limited	H0028395	
18 August 1989	Lord Ballyedmond (also known as Mr E Ballyedmond)	Friends Life Services Limited	H0028396	
18 August 1989	Lord Ballyedmond (also known as Mr E Ballyedmond)	Friends Life Services Limited	H0028397	
18 August 1989	Lord Ballyedmond (also known as Mr E Ballyedmond)	Friends Life Services Limited	H0028398	

Executed as a Deed  
by **NORBROOK LABORATORIES LIMITED**  
acting, by one Director  
in the presence of

  
Director  
Witness Signature

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Witness Name

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

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Witness Address



THIS INDENTURE made the                      day of  
BETWEEN the within named **NORTHERN BANK LIMITED**  
(hereinafter called "the Bank") of the one part and the within named

(hereinafter called "the Mortgagor") of the other part WITNESSETH that the Bank as Mortgagees hereby assign unto the Mortgagor ALL the premises which are vested in the Bank subject to redemption under or by virtue of the within written Mortgage TO HOLD the same unto the Mortgagor freed and discharged from all moneys secured by and from all claims and demands under the within written Mortgage IN WITNESS whereof the Release has been duly executed by the Bank the day and year first above written.

IN WITNESS whereof this Deed  
has been duly executed on behalf  
of Northern Bank Limited by its  
duly authorised Attorney the day  
and year first herein Written.