

Printed on: 02/07/2002
 [P = Partly Satisfied]
 [W = Wholly Satisfied]

Register of Mortgages for
 Japan Limited

NI42910

Particulars of Mortgage		Names of Mortgagees			Satisfactions	
					W/P	Date Doc
Doc. No.	5	Ulster Bank Ireland				
Registered	28/06/2002	Limited				
Created	28/06/2002	George's Quay,				
Acquired		Dublin 2 and				
Amount #	0	Ulster Bank Limited				
		11-16 Donegall Sq				

hereby secured:
 See doc 5 for further details.

M

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
margin

To the Registrar of Companies

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

For official use

Company number

Name of Company

21 4 33

NI 42910

3

* Insert full
name of
Company

JEPAN LIMITED

Date of creation of the charge

28th June 2002

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

Mortgage Debenture

Amount secured by the mortgage or charge

All monies and all obligations and liabilities whether actual or contingent now or hereafter due owing or incurred to the Bank by the Company in whatever currency denominated whether on any current 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 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 together with interest due to date of payment at such rates and upon such terms as may from time to time be agreed and all commission fees and other charges and all legal and other costs and expenses incurred by the Bank in relation to the Company or the assets hereby charged on a full indemnity basis

ULSTER BANK IRELAND LIMITED having its Registered Office at Ulster Bank Group Centre, George's Quay, Dublin 2 and having an address for service in Northern Ireland at 11-16, Donegall Square East, Belfast and **ULSTER BANK LIMITED** having its Registered Office at 11-16, Donegall Square East, Belfast

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

J. McKee & Son,
Solicitors,
Hampden House,
55, Royal Avenue,
Belfast, BT1 1FD.

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For official use

Public Office of Enterprise
and Investment

COMPANIES REGISTRY

28 JUN 2002

COUNTER RECEIVED

Mortgage Section

COMPANIES REGISTRY
NORTHERN IRELAND

Short particulars of all the property mortgaged or charged

SEE ATTACHED SHEET

Please do
not write in
this margin

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

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

Nil

Signed

Date

28/12/01

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.

CONTINUATION SHEET 1

1.01 The Company as Beneficial Owner and as a continuing security for the payment of all monies and the discharge of all obligations and liabilities hereby covenanted to be paid or otherwise hereby secured:

(a) FIRST

(i) grants and demises unto the Bank ALL THAT the lands and premises described in Schedule 1 hereto being ALL that and those the lands and premises comprised in Deed of Conveyance dated 28th June 2002 and made between Dickson Brothers (Ballynahinch) Limited (1) and the Company (2) being the lands and premises situate at Crossgar Road, Ballynahinch in the Townland of Ballynahinch Parish of Magheragrool Barony of Kinelarty and County of Down

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 or respective terms for which the same are held except for the last three days of such term or of each of such terms without impeachment of waste subject to the proviso for redemption hereinafter contained; and

(b) SECONDLY CHARGES all freehold and leasehold property of the Company both present and future not specifically mortgaged or charged at sub-clause (a) above together with all buildings, fixtures (including trade fixtures), fixed plant and machinery from time to time thereon and all liens, charges, options, agreements, rights and interest in or over land both present and future vested in the Company or to which the Company may be entitled;

(c) THIRDLY CHARGES all plant and machinery and other chattels (except where the same is included within sub-clauses (a) or (b) above) now or at any time hereafter belonging to the Company (including, without limitation, first that (if any) specified in Schedule 2 hereto and secondly that from time to time mentioned in the Register of Plant and Equipment mentioned in clause 4.01 (m) wherever situated) and all the right, title and interest of the Company in any plant and machinery and other chattels from time to time hired, leased or rented or acquired by the Company on a hire instalment or conditional purchase basis from third parties together in each case with the benefit of the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract; but excluding stock in trade of the Company;

(d) FOURTHLY CHARGES all stocks shares bonds and securities of any kind whatsoever whether marketable or otherwise and all other interests including, but not limited to, loan capital of the Company both present and future in any company firm consortium or entity wheresoever situate including all allotments accretions offers rights benefits and advantages whatsoever at any time accruing offered or arising in respect of the same whether by way of conversion redemption bonus preference option dividend interest or otherwise (all of which are hereinafter called "the Securities")

- (e) FIFTHLY CHARGES all book and other debts revenues and claims both present and future (including bank deposits and credit balances) all interest rate risk hedging arrangements and all things in action due or owing or which may become due or owing to or purchased or otherwise acquired by the Company and the full benefit of all rights and remedies relating thereto including but not limited to any negotiable instruments guarantees indemnities debentures legal and equitable charges and other security reservation of proprietary rights right of tracing liens and all other rights and remedies of whatsoever nature in respect of same.
 - (f) SIXTHLY CHARGES the uncalled capital goodwill and all patents patent applications inventions trade marks trade names registered designs copyrights know-how and other intellectual property rights and all licences and ancillary rights and benefits including all royalties fees and other income deriving from same both present and future of the Company.
 - (g) SEVENTHLY CHARGES the undertaking and all of the property assets and rights of the Company whatsoever and wheresoever both present and future including but not limited to the stock in trade of the Company wheresoever which is or may be from time to time while this instrument is in force comprised in the property and undertaking of the Company and the assets First Secondly Thirdly Fourthly Fifthly and Sixthly described (if and in so far as the charges thereon herein contained shall for any reason be ineffective as fixed charges or mortgages).
- 1.02 The charges hereby created shall as regards the premises and assets First Secondly Thirdly Fourthly Fifthly and Sixthly described be first fixed charges or mortgages and as to the assets Seventhly described shall be a first floating charge (subject to Clause 3.04). The Bank may at any time by notice in writing to the Company convert such floating charge into a fixed charge as regards any assets specified in the notice.
- 1.03 The Company hereby covenants that it will not without the prior consent in writing of the Bank:
- (a) sell assign discount factor pledge charge or otherwise dispose of the assets Fifthly described or any part thereof or deal with same otherwise than in accordance with Clause 4.02(a);
 - (b) create or attempt to create or permit to subsist any mortgage debenture charge or pledge upon or permit any lien or other encumbrance (save a lien arising by operation of law in the ordinary course of trading) to arise on or affect the goodwill undertaking property assets revenues and rights hereby charged (together called the "Charged Assets") or any part thereof; or
 - (c) part with possession of or transfer sell lease or otherwise dispose of the Charged Assets or any part thereof or attempt or agree so to do (except in the case of assets charged by way of floating charge only which may be sold at market value in the usual course of trading as now conducted and for the purpose of carrying on the Company's business).

1.04 Notwithstanding anything herein contained, if the Company charges pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Assets Seventhly described in Clause 1.01 or attempts so to do without the prior consent in writing of the Bank or if any person levies or attempts to levy any distress execution sequestration or other process against any of the Charged Assets Seventhly described in such clause, the charge hereby created over the assets the subject thereof shall automatically without notice operate as a fixed charge instantly such event occurs.

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DUPLICATE FOR THE FILE



NI42910

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 JUNE Two Thousand and TWO and created by

Jepan Limited

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

ULSTER BANK IRELAND LIMITED and

ULSTER BANK LIMITED

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 TWENTY-EIGHTH day of JUNE
Two Thousand and TWO

F. Brown

for the Registrar of Companies for
Northern Ireland

Certificate
received by

H. J. Gray J. M. Keenan

Date *4-7-02*