

# MG01

## Particulars of a mortgage or charge

COMPANIES HOUSE  
FEE PAID  
BELFAST



A fee is payable with this form.

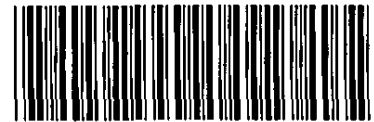
We will not accept this form unless you send the correct fee.

Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland.

☐ **What this form is NOT for**  
You cannot use this form to register  
particulars of a charge for a  
company. To do this, please use  
form MG01s.

THURSDAY



\*J105E9CJ\*

JNI

20/12/2012

#27

COMPANIES HOUSE

### 1 Company details

Company number N 1 0 2 4 8 8 6

Company name in full NOR-WEST ROOFING SYSTEMS LTD

For official use

2

#### → Filling in this form

Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless  
specified or indicated by \*

### 2 Date of creation of charge

Date of creation <sup>d</sup>1 <sup>d</sup>2 <sup>m</sup>1 <sup>m</sup>2 <sup>y</sup>2 <sup>y</sup>0 <sup>y</sup>1 <sup>y</sup>2

### 3 Description

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'.

Description

DEBENTURE

### 4 Amount secured

Please give us details of the amount secured by the mortgage or charge.

Amount secured

(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;

PLEASE SEE CONTINUATION SHEET

#### Continuation page

Please use a continuation page if  
you need to enter more details.

COMPANIES HOUSE  
20 DEC 2012  
BELFAST

MG01

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**5****Mortgagee(s) or person(s) entitled to the charge (if any)**

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge.

Name

AIB GROUP (UK) p.l.c.

Address

4 QUEEN'S SQUARE, BELFAST

Postcode

B T 1 3 D J

Name

Address

Postcode

**Continuation page**

Please use a continuation page if you need to enter more details.

**6****Short particulars of all the property mortgaged or charged**

Please give the short particulars of the property mortgaged or charged.

**Continuation page**

Please use a continuation page if you need to enter more details.

Short particulars

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

(a)

(i) demises and assigns unto the Bank so much of the hereditaments and premises (if any) 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

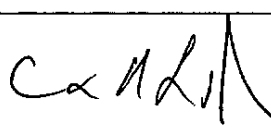
(ii) as registered owner or the person entitled to become registered as owner charges in favour of the Bank so much of the lands (if any) described or referred to in the Schedule as are registered or are required to be registered in the Land Registry by virtue of the statutes in that behalf or otherwise 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. There are no premises described in the Schedule to the Debenture.

(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;

PLEASE SEE CONTINUATION SHEET

MG01

Particulars of a mortgage or charge

<p><b>7</b></p>	<p><b>Particulars as to commission, allowance or discount (if any)</b></p> <p>Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his:</p> <ul style="list-style-type: none"> <li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li> <li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li> </ul> <p>for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.</p>	
<p>Commission allowance or discount</p>	<p>N/A</p>	
<p><b>8</b></p>	<p><b>Delivery of instrument</b></p> <p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870).</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK).</p>	
<p><b>9</b></p>	<p><b>Signature</b></p> <p>Please sign the form here.</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge.</p>	

MG01

Particulars of a mortgage or charge



**Presenter information**

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name **KEN RUTHERFORD**

Company name **C & H JEFFERSON**

Address **NORWICH UNION HOUSE**

**7 FOUNTAIN STREET**

Post town **BELFAST**

County/Region **ANTRIM**

Postcode **B T 1 5 E A**

Country **NORTHERN IRELAND**

DX **439NR BELFAST**

Telephone **02890 329545**



**Certificate**

We will send your certificate to the presenter's address if given above or to the Company's Registered Office if you have left the presenter's information blank.



**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included the original deed with this form.
- ☐ You have entered the date the charge was created.
- ☐ You have supplied the description of the instrument.
- ☐ You have given details of the amount secured by the mortgagee or chargee.
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge.
- ☐ You have entered the short particulars of all the property mortgaged or charged.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.



**Important information**

**Please note that all information on this form will appear on the public record.**



**How to pay**

**A fee of £13 is payable to Companies House in respect of each mortgage or charge.**

Make cheques or postal orders payable to 'Companies House.'



**Where to send**

**You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.



**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**

# MG01 - continuation page

## Particulars of a mortgage or charge

4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>(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</p> <p>(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.</p>	

# MG01 - continuation page

## Particulars of a mortgage or charge

6

### Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

- (c) (i) by way of fixed charge charges to the Bank 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 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

SEE CONTINUATION SHEET

# MG01 - continuation page

## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged.
Short particulars	<p>The Mortgage Debenture also contains the following covenants:</p> <ol style="list-style-type: none"> <li>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</li> <li>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.</li> <li>3. The Company also covenanted and agreed with the Bank not without the consent in writing of the Bank:             <ol style="list-style-type: none"> <li>(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</li> <li>(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.</li> </ol> </li> </ol>



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO. NI24886  
CHARGE NO. 2**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND  
HEREBY CERTIFIES THAT A DEBENTURE DATED 12  
DECEMBER 2012 AND CREATED BY NOR-WEST ROOFING  
SYSTEMS LTD. FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY TO AIB GROUP (UK) P.L.C.  
ON ANY ACCOUNT WHATSOEVER WAS REGISTERED  
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT  
2006 ON THE 20 DECEMBER 2012**

**GIVEN AT COMPANIES HOUSE, BELFAST THE 24 DECEMBER  
2012**



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES