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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

Company Number

NI 4069

\* insert full name of  
company

Name of company

O'Kane Food Service Limited (the "Company")

Date of creation of the charge

4<sup>th</sup> July 2007

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

Mortgage Debenture (the "Debenture")

Amount secured by the mortgage or charge

Please see continuation sheet 1

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

The Governor and Company of the Bank of Ireland of Lower Baggot  
Street, Dublin 2 and with an address for service in Northern Ireland at 1  
Donegall Square South, Belfast BT1 5LR (the "Bank")Presenter's name, address and  
Reference (if any):For official use  
Public Office

Mortgage Section

L'Estrange & Brett  
Solicitors  
Arnott House  
12-16 Bridge Street  
BELFAST BT1 1LS  
Ref: SMcG/GMM/3358/77/1

www.companiesregistry-ni.gov.uk

DEPARTMENT OF ENTERPRISE  
TRADE & INVESTMENT  
COMPANIES REGISTRY

10 JUL 2007

COUNTER RECEIVED

Short particulars of all the property mortgaged or charged

Please see continuation sheet 2

Please do not  
write in this  
margin  
Please complete  
legibly, preferably  
in black type, or  
bold block

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

Nil

Signed



Date

9<sup>th</sup> July 2007

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.

*Amount secured by the mortgage or charge*

1. All moneys 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 banking 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, without limitation, 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, and all amounts which may become payable or for which the Company may become liable under the Debenture and together with interest to date of payment as provided for in the Debenture, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Bank or any receiver in relation to the Company or all or any part of the property, assets and rights for the time being comprised in or subject to the charges contained in the Debenture ("the Charged Property") on a full indemnity basis and also all losses and damages that may be sustained, suffered or incurred by the Bank arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under the Debenture or any document, arrangement or agreement between the Company and the Bank or any disclaimer of any of its contracts, agreements or arrangements or any of its liabilities or obligations to the Bank, and also interest on the foregoing to the date of payment.

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

As Beneficial Owner and as a continuing security for the payment to the Bank of all moneys agreed to be paid:-

- 1 (a) CHARGE by way of fixed charge all future freehold and leasehold property of the Company and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon.
- (b) CHARGE by way of fixed charge all present and future goodwill and connection of all businesses carried on by or on behalf of the Company, any patents, trade marks, copyrights, registered designs and similar assets or rights for the time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto and any uncalled capital for the time being of the Company.
- (c) CHARGE by way of fixed charge all book debts and other debts and all moneys whatsoever for the time being due, owing or payable to the Company, (including the benefit of any judgment or order to pay a sum of money) and the benefit of any mortgages, charges, pledges, liens, rights of set off or any security interest whatsoever, howsoever created or arising, for the time being held by the Company in respect of any such debts or moneys and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company.
- (d) CHARGE by way of fixed charge all shares and marketable securities and options to acquire such shares and marketable securities for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages.
- (e) CHARGE by way of fixed charge all the right, title and interest of the Company to and in any proceeds of any present or future insurances or compensation due under the Criminal Damage (Compensation) (NI) Order 1977.
- (f) CHARGE by way of floating charge the undertaking and all other property, assets and rights of the Company whatsoever and wheresoever both present and future.

The Mortgage or Charge created by the Debenture shall as regards the property described at paragraphs 1(a) – (e) above be a first fixed charge or mortgage and as to the property described at paragraph 1 (f) and to the extent any property, assets and/or rights are not or have ceased to be effectively mortgaged or charged by way of first fixed charge or mortgage shall be a floating charge but so that the Company shall not without the consent in writing of the Bank create any mortgage, debenture, charge, pledge or any security interest whatsoever upon and so that no lien or right of set off shall in any case or in any manner arise on or affect any part of the property described under the said paragraphs or by the Debenture ranking

either in priority to or *pari passu* with the charge or mortgage hereby created or which will rank after the charge or mortgage contained in this Debenture.

2. The floating charge contained in the Debenture shall in any event stand converted into a fixed charge automatically upon:
  - (a) the filing of a petition for winding up of the Company;
  - (b) the passing of a resolution for winding up of the Company;
  - (c) the appointment of a Receiver on behalf of the holders of any debentures on the Company secured by a floating charge;
  - (d) possession being taken of any property by or on behalf of the holders of any debentures of the Company secured by a floating charge;
  - (e) the appointment of an administrator of the Company.
  
3. The Debenture contains a covenant by the Company except with the prior written consent of the Bank:-
  - (1) Not to create a second or subsequent Mortgage or Charge of any freehold or leasehold property hereby charged.
  - (2) Not transfer sell, lease or otherwise dispose of any interest in the Charged Property as defined in the Debenture (including any nominal reversion) or any part thereof nor attempt nor agree so to do nor part with possession of nor grant any licence or right to occupy any of the freehold or leasehold property for the time being owned by the Company but so that the Company may dispose of property and assets which are for the time being subject to the floating charge contained in Clause 4 of the Debenture (paragraph (1)(f) above) by sale by way of bargain at arms length in the usual course of the Company's day to day trading.



NI004069

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 Debenture dated  
the FOURTH day of JULY two-thousand and SEVEN and created by

**O'Kane Food Service Limited**

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

**THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND**

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 TENTH 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