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COMPANIES FORM No. 395

213537/26

Particulars of a mortgage or charge

395

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

Company number

CHFP025

Please do not write in this margin

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

*insert full name of Company

[145]

1102881

Name of company

* Fitzgerald Lighting Limited (the "Company")

Date of creation of the charge

09 October 2007

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

Mortgage of freeholds or leaseholds to secure own liabilities of a company (the "Charge")

Amount secured by the mortgage or charge

Under the terms of the Charge the Company covenanted that it will on demand pay to the Bank

1 All monies and liabilities whether actual or contingent (including further advances made from the date of the Charge by the Bank and secured directly or indirectly by the Company) which from the date of the Charge or at anytime after may be due, owing or incurred from or by the Company to the Bank anywhere or for which the Company may be or become liable to the Bank in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law), and

continued on Addendum 2/4

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

Lloyds TSB Bank plc, Corporate Customer Service, Dept 9898, 4th Floor, 6/7, Park Row, Leeds (the "Bank")

Postcode LS1 5LB

Presenter's name address and reference (if any)

Bond Pearce LLP
Ballard House
West Hoe Road
Plymouth
PL1 3AE


Ref NSJ1/6012 1763

Time critical reference

For official Use (06/2005)
Mortgage Section

Post room

THURSDAY



AT6SLTP4

A21 11/10/2007 374

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

- 1 1 The Company granted with full title guarantee by way of legal mortgage the Mortgaged Property as a continuing security for the payment to the Bank of the Secured Obligations subject to the Prior Mortgage(s) and to the principal money, interest and other money thereby secured
- 1 2 The Company with full title guarantee assigns to the Bank all amounts now or hereafter owing to the Company by way of rent, rent charge, licence fee, service charge, dilapidations or otherwise by any tenant, licensee or occupier (in any such case whether present or future) of the Mortgaged Property, and by way of rent deposit or purchase deposit relating to the Mortgaged Property together with, in each case, the proceeds thereof and all rights to recover the same, subject to re-assignment on payment of all the Secured Obligations

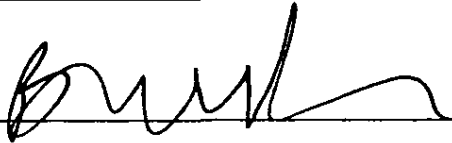
See Addendum 4/4

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

Particulars as to commission allowance or discount (note 3)

Nil

Signed



Date

9 October 2007

On behalf of ~~XXXXXX~~ [mortgagee/chargee] †

A fee is payable to Companies House in respect of each register entry for a mortgage or charge (See Note 5)

Notes

† delete as appropriate

- 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 (section 395) 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 (section 398) 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 (section 398) 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 section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No 398 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 section 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 provide insufficient space the particulars must be entered on the prescribed continuation sheet
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge Cheques and Postal Orders must be made payable to **Companies House**
- 6 The address of the Registrar of Companies is **Companies House, Crown Way, Cardiff CF14 3UZ**

CHFP025

Particulars of a mortgage or charge (continued)

Please do not
write in this
binding margin

Continuation sheet No 1
to Form No 395 and 410 (Scot)

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

Company Number

1102881

Name of Company

Fitzgerald Lighting Limited

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

2. interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Company or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

3 commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Charge (including any acts necessary to release the Mortgaged Assets from the security) or in enforcing the security created on a full and unqualified indemnity basis, and

4 fees charged by the Bank for the time spent by the Bank's officials, employees or agents in dealing with any matter relating to the Charge. Such fees shall be payable at such rate as may be specified by the Bank

*Please complete
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in black type, or
bold block lettering*

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binding margin

Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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bold block lettering*

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- 1 3 The Company with full title guarantee charged as a continuing security for the payment to the Bank of Secured Obligations
- (a) by way of fixed charge all present and future book and other debts other monetary claims and choses in action owing or belonging to the Company and arising in connection with the Mortgaged Property or any business at any time carried on thereat and the proceeds thereof including (without limitation)
- (1) any amounts owing to the Company by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of the Mortgaged Property and any ground rents, rent charges, rent deposits, purchase deposits and the proceeds of insurance claims owing to the Company in connection with the Mortgaged Property (and, in each case, the proceeds thereof),
- (11) any amounts owing or which may become owing to the Company under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Company's rights under any retention or other trusts in connection therewith, whether or not any certificates as to the amount due has been issued in respect thereof (and the proceeds thereof),
- (111) the Non-Vesting Debts and the Related Rights, and
- (b) by way of floating charge all the Mortgaged Chattels
- 1 4 The Company with full title guarantee assigns to the Bank the goodwill of the business (if any) from the date of the Charge or at any time thereafter carried on by the Company at the Mortgaged Property and the full benefit of the Mortgaged Licences (if any) and also the full right to recover and receive all compensation which may at any time become payable to the Company by virtue of the Licensing Act 1964 or any other statutory enactment, subject to re-assignment upon payment of all the Secured Obligations
- 1 5
- (a) The Company with full title guarantee assigns to the Bank the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property, subject to re-assignment upon payment of all the Secured Obligations
- (b) The Company shall at any time if and when required by the Bank execute to the Bank or as the Bank shall direct an assignment or assignments of the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any lease or underlease of the Mortgaged Property granted from the date of the Charge or at any time thereafter to secure the Secured Obligations, such assignments to be prepared by or on behalf of the Bank at the cost of the Company and to contain all such clauses for the benefit of the Bank as the Bank may require
- 1 6 Where the Company (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property

Continued on next Addendum 4/4

Particulars of a mortgage or charge (continued)

CHFP025

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Continuation sheet No 2
to Form No 395 and 410 (Scot)

*Please complete
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bold block lettering*

Company Number

1102881

Name of Company

Fitzgerald Lighting Limited

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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in black type, or
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*Please complete
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bold block lettering*

- (a) the Company with full title guarantee charges by way of fixed charge the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (hereinafter called the "Share(s)") as a continuing security for the payment to the Bank of the Secured obligations, and
- (b) subject to the rights of the holder(s) for the time being of any Prior Mortgage(s), the Company shall (if the Bank so requires) transfer the Share(s) to the Bank or as the Bank shall direct and shall deposit the certificate(s) relating to the Share(s) with the Bank
- 1 7 The Company with full title guarantee assigns to the Bank the Intellectual Property Rights that arise in connection with the business (if any) now or at any time carried on by the Company at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations
- 1 8 If there are two or more parties comprised in the expression the "Company", each of such parties with full title guarantee charges and assigns all such party's estate, rights, title and interest in the Mortgaged Assets to secure payment of the Secured Obligations
- 1 9 The security constituted shall extend to all beneficial interests of the Company in the Mortgaged Assets and to any proceeds of sale or other realisation thereof or of any part thereof
- 1 10 The Company represents and warrants that, at the date that the Company executes the Charge, the Company has made full disclosure in writing to the Bank of
- (a) any information relating to each part of the Mortgaged Assets and each right held by any other person in relation to any part of the Mortgaged Assets which, in each case, would be material to the Bank in relation to the appropriateness or adequacy of any part of the Mortgaged Assets as security for the Secured Obligations, and
- (b) each matter in respect of which the Bank has requested information from the Company in connection with the Charge
- 1 11 The Charge contains a provision that the Company shall not without the prior written consent of the Bank create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever (other than the Prior Mortgage(s)) over all or any part of the Mortgaged Assets

Definitions

In this form the following words have the following meanings

"Intellectual Property Rights" -

a) all present and future copyrights, patents, designs, trademarks, service marks, brand marks, inventions, design rights, know-how, formulas, confidential information, trade secrets, computer software programmes, computer systems and all other intellectual property rights whatsoever without limitation, whether registered or unregistered, in all or any part of the world in which the Company is legally, beneficially or otherwise interested,

Continued on next Addendum 4/4

**Particulars of a mortgage or charge
(continued)**

CHFP025

Please do not
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Continuation sheet No 3
to Form No 395 and 410 (Scot)

*Please complete
legibly, preferably
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bold block lettering*

Company Number

1102881

Name of Company

Fitzgerald Lighting Limited

Limited*

* delete if
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

[Empty box for description of the instrument]

Amount due or owing on the mortgage or charge (continued)

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete
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(b) the benefit of any pending applications for the same and all benefits deriving therefrom and thereunder including but not limited to royalties, fees, profit sharing agreements and income arising therefrom and all licences in respect of or relating to any intellectual property rights, whether such licences are granted to the Company or granted by the Company, and

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

c) every item of physical material of any description or type whatever in or in respect of which intellectual property rights may subsist and in respect of each such item the original copy or version or variant owned by, produced by or delivered to or obtained by the Company and any rejected and surplus materials associated or connected with or forming part of the foregoing which shall include, without limitation, any and all manuals and translations thereof, log books, designs, sketches, algorithms, calculations, diagrams, computations, source codes, models, prototypes, apparatus, computer programmes, photographs, books and other records in any medium, electronic data and any other material of any description whatever in which intellectual property may be incorporated

"Enfranchising Legislation" - any legislation conferring upon a tenant or tenants of property (whether individually or collectively with other tenants of that or other properties) the right to acquire a new lease of that property or to acquire, or require a nominee to acquire, the freehold or any intermediate reversionary interest in that property including (without limitation) the Leasehold Reform Act 1967 and the leasehold Reform, Housing and Urban Development Act 1993 but does not include Part II of the Landlord and Tenant Act 1954

"Mortgaged Assets" - the Mortgaged Property and all of the other assets, rights and properties assigned, mortgaged or charged under or pursuant to the Charge, and such expression shall include all or any part thereof

"Mortgaged Property" - the property specified in the First Schedule as set out below (and where such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation)

"Non-Vesting Debts" - all book and other debts which are purchased or purported to be purchased by the Bank pursuant to any debt purchase, invoice discounting or other financing agreement relating to the purchase of any debts for the time being in force between the Company and the Bank but which fail to vest absolutely and effectively in the Bank for any reason

"Prior Mortgage(s)" - the prior mortgage(s) or charge(s) (if any) mentioned in the Second Schedule as set out below

"Secured Obligations" -

a) all monies and liabilities and other sum agreed to be paid by the Company to the Bank, and

b) all other money and liabilities expressed to be secured (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clauses 12, 13, 14, 16 and 20 of the Charge

First Schedule
THE MORTGAGED PROPERTY

The property known as or being Unit 1 Tamar Commercial Centre, 25A Tamar Street, Belfast

Second Schedule
THE PRIOR MORTGAGE(S)

Blank

FILE COPY



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

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No 01102881

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE DATED THE 9th OCTOBER 2007 AND CREATED BY FITZGERALD LIGHTING LTD FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO LLOYDS TSB BANK PLC ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 11th OCTOBER 2007

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16th OCTOBER 2007.

Handwritten signature



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



Companies House

— for the record —