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COMPANIES FORM NO. 395

395

Particulars of a mortgage or charge

A fee of £10 (£13 for forms delivered on or after 1 February 2005) 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

Please do not
write in this
margin

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

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

For official use

		67
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Company Number
04179247

Insert full name
of company

Name of company

Gala Unity Limited

Date of creation of the charge

17 April 2008

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

Mortgage and Charge

Amount secured by the mortgage or charge

All the Company's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

Please see Continuation Sheet 1 for definitions.

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

The Royal Bank of Scotland Plc, Kirkstane House, 139 St Vincent Street, Glasgow, G2 5JF

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

C & H Jefferson
Solicitors
Norwich Union House,
7 Fountain Street,
Belfast BT1 5EA

Ref DT/TMcG/U11/440

For official use (02/00)

Mortgage Section Post room



A13 30/04/2008 405
COMPANIES HOUSE

Time critical reference

WEDNESDAY

Short particulars of all the property mortgaged or charged

See Continuation Sheets 2 and 3

Signed C. H. Jefferson

Date 29/04/08

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 (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, e.g. "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 £10 (£13 for forms delivered on or after 1 February 2005) is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to Companies House.

6 The address of the Registrar of Companies is Companies House, Crown Way, Cardiff CF14 3UZ. Page 2

Continuation Sheet 1

Company No:

Amount secured by the mortgage or charge/ Short particulars of all the property mortgaged or charged

Definitions

Charged Assets

The assets charged by the Mortgage

Expenses

All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

Goodwill

The present and future goodwill of any business carried on at the Property by or on behalf of the Company

Interest

Interest at the rate(s) charged to the Company by the Bank from time to time

Property

Description The premises known as Old Baker's Court, Ravenhill Avenue, Belfast

County Down

Folio(s) DN102060 County Down & DN1020509L
County Down

Tenure Freehold & Leasehold

Continuation Sheet 2

Company

No:

Short particulars of all the property mortgaged or charged

As a continuing security for the Company's Obligations and as beneficial owner the Company by the Mortgage

- 1 Granted, conveyed, transferred and demised to the Bank all that and those its Property, title to which is not registered or registerable in the Land Registry pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 to hold the same as to so much thereof as is of freehold tenure unto the Bank in fee simple and as to so much thereof as is of leasehold tenure unto the Bank for the residue of the respective terms of years for which the Company from time to time holds the same less the last three days of each such term, subject to the proviso for redemption provided that the Company declared that it shall henceforth stand possessed of such of the Property as is of leasehold tenure for the last three days or respective last days of the term or terms of years for which the same is held by it, and for any further or other interest which it now has or may hereafter acquire or become entitled to in the same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever, in trust for the Bank and to be conveyed assigned or otherwise dealt with whether to the Bank or its nominee or otherwise as the Bank shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property, and the Company further authorised the Bank as mortgagee during the continuance of the Mortgage to remove it or any other person from being a trustee in respect of the trust hereinbefore referred to and to appoint the Bank or any other person or persons to be a trustee or trustees in respect of the said property, and whereupon to make a declaration vesting all and any of its estate and interest in the said property in such new trustee or trustees, and so (but without prejudice to the generality of the foregoing) that any such trustee or trustees, may be any receiver or receivers of the Property appointed by the Bank under the powers contained in the Mortgage PROVIDED FURTHER that the Company by the Mortgage irrevocably appointed the Secretary for the time being of the Bank to be its attorney, in its name and on its behalf, and as its act and deed to sign seal and deliver and otherwise perfect every or any Deed of Conveyance of the leasehold reversion which may be desired by the Bank, in order to vest in the Bank or in any person or persons in trust as agent for the Bank, subject as aforesaid, or in any purchaser of the Property or any part thereof, the said leasehold reversion and any further or other interest which the Company now has or may hereafter acquire or become entitled to in the said leasehold premises or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever.

Continuation Sheet 3

Company No:

Short particulars of all the property mortgaged or charged (continued)

- 2 Charged to the Bank all that and those its Property registered under the Land Registration Act (Northern Ireland) 1970 both present and future including, without prejudice to the generality of the foregoing, its registered land with the payment, performance and discharge of the Company's Obligations
- 3 Charged and assigned to the Bank by way of fixed charge -
 - 3 1 all the fixtures and fittings of the Company from time to time attached to the Property
 - 3 2 all the plant and machinery vehicles and computer equipment of the Company present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
 - 3 3 all furniture furnishings equipment tools and other chattels of the Company now and in the future at the Property and not regularly disposed of in the ordinary course of business
- 4 Charged and assigned to the Bank by way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets

By the Mortgage the Company agreed that it would not without the Bank's written consent create or permit to arise any mortgage, charge or lien on the Property, the Charged Assets or the Goodwill



FILE COPY

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

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

**COMPANY NO. 4179247
CHARGE NO. 67**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A MORTGAGE AND CHARGE DATED
17 APRIL 2008 AND CREATED BY GALA UNITY LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO ROYAL BANK OF SCOTLAND PLC ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 30
APRIL 2008**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 7 MAY 2008



Companies House
— for the record —



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**