

Part II

LLP 402

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Please complete in
typescript or bold black
capitals

**PARTICULARS OF A MORTGAGE OR
CHARGE IN RESPECT OF A
LIMITED LIABILITY PARTNERSHIP**

A fee of £25. is payable to Companies Registry in respect of
Each register entry for a mortgage or charge.

LLP Number

NI LLP 214

For official use

Full Name of Limited
Liability Partnership

SPBM LLP ("the LLP")

Date of creation
of the Charge

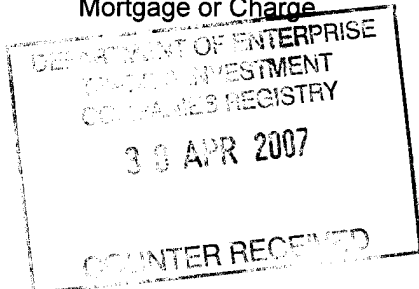
27TH APRIL 2007

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

MORTGAGE AND CHARGE ("THE MORTGAGE")

Amount Secured by the
Mortgage or Charge

All the Limited Liability Partnership's liabilities to Ulster
Bank Limited ("the Bank") of any kind and in any currency
(whether present or future actual or contingent and
whether incurred alone or jointly with another) including
banking charges, commission, interest, costs and
expenses



Signed

Andrea McCann

Date

30/4/07

On behalf of [LLP] [mortgagee/chargee] (delete as appropriate)

Please give the name, address,
Telephone number and e-mail (if Available)
to the person Companies Registry should
contact if there is any Query.
(DX addresses are acceptable
for this purpose if you have one).

ANDREA McCANN, JOHN McKEE & SON SOLICITORS, HAMPDEN HOUSE,
55 ROYAL AVENUE, BELFAST, BT1 1FD
OUR REF: AMcC/LS/1046/4710 Tel 02890 232303
E-mail
andrea_mccann@jmckee.co.uk

When you have completed and signed the form please send it to the
Registrar of Companies at:
Companies Registry, 1st Floor, Waterfront Plaza, 8 Laganbank Road
Belfast, BT1 3BS

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

ULSTER BANK LIMITED HAVING ITS REGISTERED OFFICE AT 11-16
DONEGALL SQUARE EAST, BELFAST, BT1 5UB

Short particulars of all the
Property mortgaged or
Charged.

1 By way of mortgage and charge:

ALL THAT AND THOSE the lands and premises situate at and known as 10 Castlereagh Road, Belfast as were comprised in Deed of Conveyance dated 27th day of April 2007 and made between Taurus Properties Limited of the one part and the Mortgagor of the other part subject to but with the benefit of Lease dated the 25th day of October 1974 and made between Edmond Sydney Long of the one part and Victor Rainey of the other part for the term of 10,000 years from the 1st day of September 1974 subject to the payment of the yearly rent of one penny (if demanded) and to the covenants and conditions therein held freehold (the "Property") and all covenants and rights affecting or concerning the Property and any share from time to time held by the LLP in any landlord or management company of the Property.

2 By way of fixed charge and assignment:

- 2.1 The fixtures and fittings of the LLP from time to time attached to the Property.
- 2.2 The plant and machinery vehicles and computer equipment of the LLP at the date of the Mortgage and thereafter at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts.
- 2.3 The furniture furnishings equipment tools and other chattels of the LLP at the date of the Mortgage and thereafter at the Property and not regularly disposed of in the ordinary course of business.
- 2.4 The present and future goodwill of any business carried on at the Property by or on behalf of the LLP the 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 assets referred to above.

Note:-The Mortgage contains covenants by the LLP with the Bank not without the Bank's prior written consent to:

- (a) create or permit to arise any mortgage charge or lien on the charged property, nor to dispose of the charged property;
- (b) grant or accept a surrender of any lease or licence or part with or share possession or occupation of the Property.

Particulars as to
Commission allowance or
Discount (note 3)

NIL

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly complied must be delivered to the Registrar of Companies within 21 days after the day 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 with 21 days after the date on which the instrument could in due course of post, and if despatched with due diligence, have been received in Northern Ireland (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 Articles 405(4)* applies (property situated in Great Britain) and Form LLP405 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 LLP 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 Form LLP402 continuation sheet.
5. Cheques and Postal Orders must be made payable to DETI NO. 1 ACCOUNT.

*As applied to LLPs by Schedule 2 to the Limited Liability Partnerships Regulations (Northern Ireland) 2004.