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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 33828

Name of company

**\* Jesroe (Services) Limited**

Date of creation of the charge

**11th August 2006**

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

**Debenture**

Amount secured by the mortgage or charge

**Company's Obligations:** 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

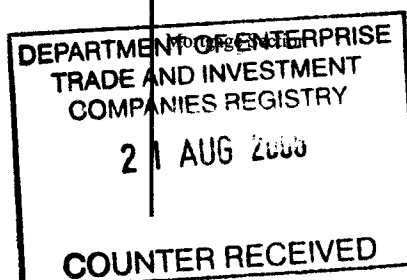
**Expenses:** All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property or the Company's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power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

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

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

**Ulster Bank Limited****11-16 Donegall Square East****Belfast**

Postcode

Presentor's name, address and  
Reference (if any):For official use  
Public Office

Short particulars of all the property mortgaged or charged

1. The Company covenants to discharge on demand the Company's Obligations and as a continuing security for such discharge and as beneficial owner and as registered owner or the person entitled to be registered as owner, as the case may be, the Company hereby: -

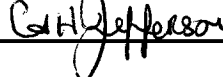
1.1 (a) GRANTS, CONVEYS, TRANSFERS AND DEMISES to the Bank ALL THAT AND THOSE its freehold and leasehold lands, hereditaments, premises, property (including, without prejudice to the generality of the foregoing, its Unregistered Land), title to which is not registered or registerable in the Land Registry 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

cont'd .../...

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)

Signed 

Date 21st August 2006

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.

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

the Company hereby declares that it shall henceforth stand possessed of such of the said 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 hereby further authorises the Bank as mortgagee during the continuance of this security to remove it or any other person from being a trustee in respect of the trust hereinbefore declared 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 said property appointed by the Bank under the powers contained in the Mortgage PROVIDED FURTHER that the Company hereby irrevocably appoints 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 said 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;

- (b) CHARGES to the Bank ALL THAT AND THOSE its freehold and leasehold lands, hereditaments, premises and 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;

- 1.2 **Charges** to the Bank by way of fixed charge all estates or interests in any freehold and leasehold property now and in the future vested in or mortgaged or charged to the Company except the property charged by Clause 1.1
- 1.3 **Charges** to the Bank by way of fixed charge all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company
- 1.4 **Charges** to the Bank by way of fixed charge all the plant and machinery vehicles and computer equipment of the Company present and future not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
- 1.5 **Charges** to the Bank by way of fixed charge all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business
- 1.6 **Charges** to the Bank by way of fixed charge all rents receivable from any lease granted out of any freehold and leasehold property of the Company
- 1.7 **Charges** to the Bank by way of fixed charge all the goodwill and uncalled capital of the Company present and future
- 1.8 **Charges** to the Bank by way of fixed charge all stocks shares and other securities held by the Company from time to time in any subsidiary and all income and rights derived from or attaching to the same

- 1.9 **Charges** to the Bank by way of fixed charge all stocks shares and other securities of the Company present and future (except those charged by Clause 1.8) and all income and rights derived from or attaching to the same
- 1.10 **Charges** to the Bank by way of fixed charge all Intellectual Property Rights choses in action licences and claims of the Company present and future and the insurance policies and proceeds of any insurance from time to time affecting the Property. "Intellectual Property Rights" include (without limitation) all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names
- 1.11 **Charges** to the Bank by way of fixed charge the benefit of any currency or interest rate swap cap or collar or other hedging agreement or any futures transaction or treasury instrument made with the Bank or any third party
- 1.12 **Charges** to the Bank by way of fixed charge all book debts and other debts of the Company present and future and the proceeds of payment or realisation of each of them until the receipt of the proceeds from time to time into an account in accordance with Clause 4.2
- 1.13 **Charges** to the Bank by way of fixed charge all funds standing to the credit of the Company from time to time on any account with the Bank or any other bank or financial institution or organisation including all receipts from time to time paid into an account in accordance with Clause 4.2 Provided that the Bank may without prejudice to this deed permit the Company to make withdrawals from time to time
- 1.14 **Charges** to the Bank by way of floating charge all the undertaking and all property assets and rights of the Company present and future not subject to a fixed charge under this deed



NI033828

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE

Pursuant to Article 409(3) of the  
Companies (Northern Ireland) Order 1986

I HEREBY CERTIFY that a Debenture dated  
the ELEVENTH day of AUGUST two-thousand and SIX and created by

**JESROE (SERVICES) LIMITED**

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

**ULSTER BANK LIMITED**

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 TWENTY-FIRST day of AUGUST two-  
thousand and SIX

A handwritten signature in black ink that reads "Louise Hunter".

for the Registrar of  
Companies for Northern Ireland