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402

**Particulars
or charge**

Pursuant to Article 402(1) of the Companies (Northern Ireland) Order 1986

Please do not
write in this
margin

To the Registrar of Companies

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

For official use

Company number

Name of Company



NI58873

* Insert full
name of
Company**BURNS PROPERTY DEVELOPMENT LIMITED ("the Mortgagor")**

Date of creation of the charge

4th June 2007

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

Charge & Counterpart

Amount secured by the mortgage or charge

See Continuation Sheet 1

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 ("the Bank")Presentor's name, address and
reference (if any): PMCB/HC/1046/4894/1John McKee & Son,
Solicitors,
Hampden House,
55, Royal Avenue,
Belfast, BT1 1FD.

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For official use
Public Office

Mortgage Section

DEPARTMENT OF ENTERPRISE
TRADE & INVESTMENT
COMPANIES REGISTRY

08 JUN 2007

COUNTER RECEIVED

Sho [redacted] particulars of all the property mortgaged or charged

See Continuation Sheets 2, 3, 4 and 5.

Please do
no 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

McKee & Son

Date

7/6/07

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.

CONTINUATION SHEET 1

2. INDEBTEDNESS SECURED ON THE MORTGAGED PROPERTY

2.1 Indebtedness

The Mortgagor hereby covenants that it will on demand in writing being made on it pay to the Bank all moneys and discharge all obligations and liabilities now or in the future due, owing or incurred to the Bank. The moneys, obligations or liabilities which are due, owing or incurred to the Bank may be:

- (a) express or implied;
- (b) present, future or contingent;
- (c) joint or several;
- (d) incurred as principal or under a guarantee or indemnity to the Bank;
- (e) originally owing to the Bank or purchased or otherwise acquired by it;
- (f) denominated in Sterling or in any other currency; or
- (g) incurred on any banking or other account or in any other manner whatsoever.

2.2 *Other liabilities*

The liabilities referred to in clause 2.1 shall, without limitation, include:

- i) all liabilities arising under this Mortgage including without limitation under clause 13;
- ii) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates; and
- iii) interest (both before and after judgment) to date of payment at such rates and upon such terms specified in the Facility Letter, commission, fees and other charges (including interest rate breakage costs) and all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of the Bank) on a full and unqualified indemnity basis which may be incurred by the Bank in relation to any of the Indebtedness or any guarantee in respect of any part of the Indebtedness, or otherwise in respect of the Mortgagor or any guarantor of any part of the Indebtedness.

CONTINUATION SHEET 2

SCHEDULE OF PROPERTY CHARGED – MORTGAGE/CHARGE

Company Name: BURNS PROPERTY DEVELOPMENT LIMITED

Company Number: NI58873

Property charged pursuant to a Charge in favour of the Bank dated 4th June 2007

The Company as beneficial owner as a continuing security for the payment and discharge of the Indebtedness hereby:-

1. grants and demises unto the Bank so much of the Property as is unregistered land TO HOLD as to so much thereof as is freehold unto the Bank for the term of 10,000 years from the date hereof and as to so much thereof as is leasehold unto the Bank for the residue or residues of the term or respective terms of years for which the same are held less the last 3 days of such term or of each of such terms and as registered owner or the person entitled to become registered as owner charges in favour of the Bank so much of the Property as is registered or is required to be registered in the Land Registry being ALL THAT AND THOSE the lands and premises situate at and known as 6 New Road, Portavogie, County Down being all of the land comprised in Folios DN 47563 and DN 47564L both County Down being all the Mortgagor's estate and interest in the lands by virtue of the statutes in that behalf or otherwise and assents to the registration of the charge hereby created as a burden affecting such lands together with all buildings, Fixtures (including trade Fixtures) and fixed plant and machinery from time to time on the Property together with all estates, rights, title, options, easements and privileges, appurtenant to, or benefiting, the same including all beneficial interests and Rights of the Mortgagor in the Property and in any proceeds of sale or disposal of any part of the Property;
2. charges to the Bank by way of fixed charge any shares held by the Mortgagor in any company from time to time which has any rights in or connected to the Property; and
3. charges to the Bank by way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties relating to the Mortgaged Property.
4. assigns to the Bank the goodwill of the business carried on by the Mortgagor at the Property together with the benefit of any licences

CONTINUATION SHEET 3

including without limitation any intoxicating liquor licence and registrations required or obtained for the running of such business;

5. assigns to the Bank all moneys from time to time payable to the Mortgagor under or pursuant to the Insurances including without limitation the refund of any premiums;
6. assigns to the Bank all compensation from time to time payable to the Mortgagor under or pursuant to the Criminal Damage (Northern Ireland) Order 1977; and
7. assigns to the Bank the Rental Income and the benefit to the Mortgagor of all other rights and claims to which the Mortgagor is or may now in the future become entitled in relation to the Mortgaged Property including but not limited to all rights and claims of the Mortgagor against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Mortgaged Property and all guarantors and sureties for the obligation of such persons.
8. assigns to the Bank the benefit of all rights and claims of the Mortgagor under or in respect of the Development Documents and all other contracts, agreements rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Mortgagor.

NEGATIVE PLEDGE

Not without the prior written consent of the Bank to:

- (i) create or purport to create or permit to subsist any Security Right over the whole or any part of the Mortgaged Property other than a lien arising by operation of law (arising in the ordinary course of the Mortgagor's business and securing amounts not more than 30 days overdue) and any Permitted Charge; or
- (ii) assign or create a Security Right over, or otherwise deal with the income from any lease or tenancy of, the Property; or
- (iii) dispose of all or any part of the Mortgaged Property or agree to do so; or
- (iv) permit or agree to any variation of the Rights attaching to the whole or any part of the Mortgaged Property;

CONTINUATION SHEET 4

DEFINITIONS

Development Documents	means all present and future building contracts, development plans, appointments of professionals, warranty agreements in favour of the Mortgagor and any other agreement or document relating to the acquisition, construction, management, design, servicing, marketing, development, operation or use of the Mortgaged Property or any part thereof.
Fixtures	means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Mortgagor;
Insurances	means all present and future contracts or policies of insurance effected by the Mortgagor in accordance with this Mortgage or to which the Mortgagor is entitled in respect of the Mortgaged Property;
Mortgaged Property	means the Property and all other assets and rights of the Mortgagor mortgaged and/or charged by this Mortgage;
Occupational Leases	means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Mortgaged Property;
Permitted Charge	means any mortgage and/or charge over the Mortgaged Property which has been granted or permitted to subsist with the prior written consent of the Bank and "Permitted Chargee" shall be construed accordingly;
Rental Income	means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Mortgagor in respect of or arising out of the Occupational Leases of the Mortgaged Property or any agreement for lease or otherwise without limitation derived by the Mortgagor from the Mortgaged Property or otherwise paid to or received by the Mortgagor in respect of the Mortgaged Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like;
Rights	means all the Mortgagor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Mortgagor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in

CONTINUATION SHEET 5

any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Mortgagor or any person deriving title from the Mortgagor from time to time over or in respect of the whole or any part of the Mortgaged Property);

Security Right

means any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind;



NI058873

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 or Charge dated
the FOURTH day of JUNE two-thousand and SEVEN and created by

Burns Property Development Ltd

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 EIGHTH day of JUNE two-thousand and
SEVEN

A handwritten signature in black ink, reading "Louise Hunter".

for the Registrar of
Companies for Northern Ireland