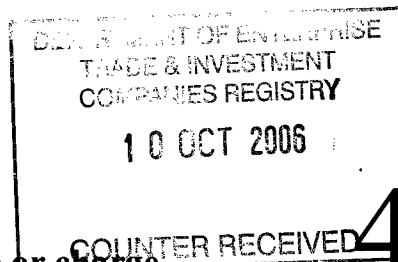




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COMPANIES FORM No. 402



CR53

**Particulars of a mortgage or charge**

402

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

Please do not  
write in  
this margin

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

To the Registrar of Companies

For official use

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Company Number

NI 058873

\* insert full name of  
company

Name of Company

Burns Property Development Limited

Date of creation of the charge

9<sup>th</sup> October 2006

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

Debenture

Amount secured by the mortgage or charge

All the Company's liabilities to Ulster Bank Limited ("the Bank") of any kind and 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.  
See attached Continuation Sheet.

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.

Presentor's name, address and Reference (if any)	For Official Use Public Office	Mortgage Section
C & H Jefferson, 7 Fountain Street, Belfast, BT1 5EA Ref: CB/CB/U11.298		

Short particulars of all the property mortgaged or charged

By the Debenture the Company:

1. charged 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;
2. charged 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;
3. charged 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;
4. charged 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;

See attached Continuation Sheet.

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)

N/A

Signed



Date

9/10/06

On behalf of ~~[the 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, e.g. "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**

**Company No: NI058873**

### **Amount secured by the mortgage or charge**

#### Definitions

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

**Expenses:** all expenses (on a full indemnity basis) incurred by the Bank or any receiver at any time in connection with the amount secured by the mortgage or charge (as detailed above) or in taking or perfecting the Debenture or in preserving, defending or enforcing the security created by the Debenture or in exercising any power under the Debenture or otherwise with Interest from the date they are incurred.

## **Continuation Sheet**

**Company No:NI058873**

### **Short particulars of all the property mortgaged or charged**

5. charged 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;
6. charged to the Bank by way of fixed charge all the goodwill and uncalled capital of the Company present and future;
7. charged 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;
8. charged to the Bank by way of fixed charge all stocks shares and other securities of the Company present and future (except those charged as described in 7 above) and all income and rights derived from or attaching to the same;
9. charged 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;
10. charged 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;
11. charged 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 the Debenture;
12. charged 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 the Debenture Provided that the Bank may without prejudice to the Debenture permit the Company to make withdrawals from time to time;

13. charged 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 the Debenture.

By the Debenture the Company also agreed, not without the previous written consent of the Bank, to dispose of property charged as detailed in paragraphs (1) to (13) above.



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 Debenture dated  
the NINTH day of OCTOBER two-thousand and SIX 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 TENTH day of OCTOBER two-thousand  
and SIX

A handwritten signature in cursive script that reads "Louise Hunter".

for the Registrar of  
Companies for Northern Ireland