



00273343

S FORM NO. 402

M**Particulars of a mortgage or charge****402**Please do not
write in
this margin

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

To the Registrar of Companies

For official use

Company number

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

NI 058873

*Insert full name
of Company

Name of company

*** BURNS PROPERTY DEVELOPMENT LTD (the "Company")**

Date of creation of the charge

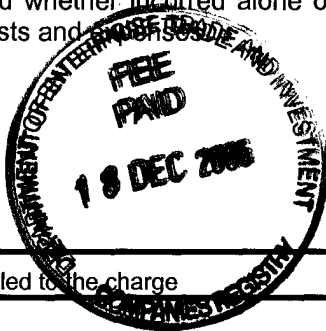
13th day of December 2006

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

Mortgage/Charge in duplicate (the "Mortgage")

Amount secured by the mortgage or charge

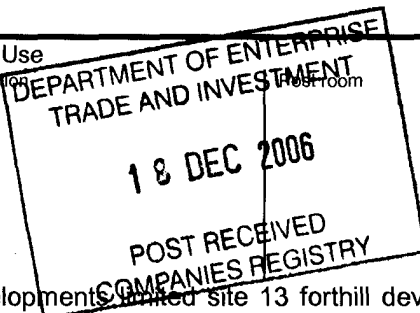
All the Company's liabilities to Ulster Bank Limited (the "Bank") of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) including banking charges, commission, interest, costs and expenses



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

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

Postcode

BT1 5UBPresentor's name and address and
Reference (if any):BFM/1046/3873/7
John McKee & Son,
Solicitors,
Hampden House,
55, Royal Avenue,
Belfast, BT1 1FD.For official Use
Mortgage Sectionu:\barbara m\company forms\402 burns property developments\linked site 13 forthill development,
bentra road.doc

Short particulars of all the property mortgaged or charged

1 By way of mortgage and charge:

Site 13, Forthill Development, Ballycarry, County Antrim being part of the lands and premises comprised in Folio AN128816 County Antrim (the "Property") all covenants and rights affecting or concerning the Property and any share from time to time held by the Company 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 Company from time to time attached to the Property.

2.2 The plant and machinery vehicles and computer equipment of the Company 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 Company 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 Company 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 Company 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.

Please do not
write in
this margin

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legibly, preferably
in black type, or
bold block lettering

Particulars as to commission allowance or discount (note 3)

Nil

On behalf of [company]† mortgagee/chargee†

John Mc Keen

18/12/06

Notes

†delete as
appropriate

- 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 provide insufficient space the particulars must be entered on the prescribed continuation sheet.



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 THIRTEENTH day of DECEMBER 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 EIGHTEENTH day of DECEMBER two-
thousand and SIX

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

for the Registrar of
Companies for Northern Ireland