



00223863

Printed on: 24/02/2000
[P = Partly Satisfied]
[W = Wholly Satisfied]

Register of Mortgages for
CRANE COMMUNICATIONS LIMITED

NI14794

Names of Mortgagees	Satisfactions W/P Date Doc
ULSTER BANK LIMITED 11-16 DONEGALL SQ ULSTER BANK MARKETS GEORGE'S QUAY ULSTER BANK COMMERCIAL SERVICES	

Particulars of Mortgage
MORTGAGE DEBENTURE - ALL MONIES
SEE DOC 53 FOR DETAILS.

Doc. No. 53
Registered 23/02/2000
Created 18/02/2000
Acquired
Amount £ 0

M

COMPANIES FORM No. 402

Particulars of a mortgage or charge

CR 53

402

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* insert full name
of company

To the Registrar of Companies

For official use

Company number

[] [] [] []

NI 14 84 / 53

34622

Name of company

* CRANE COMMUNICATIONS LIMITED

Date of creation of the charge

18 February 2000

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

Mortgage Debenture ("the Debenture")

Amount secured by the mortgage or charge

Please see attached continuation sheet 1

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

ULSTER BANK LIMITED & ULSTER BANK COMMERCIAL SERVICES LIMITED both of
whose registered offices are at 11-16 Donegall Square East, Belfast and
ULSTER BANK MARKETS LIMITED having its registered office at George's
Quay Dublin and a place of business in Northern Ireland at
11-16 Donegall Square East, Belfast

Presentor's name, address and
reference (if any):

L'Estrange & Brett
Arnott House
12-16 Bridge Street
Belfast
BT1 1LS
Ref: SMG/KW

For official use

Public Office

Mortgage Section

RECEIVED

Short particulars of all the property mortgaged or charged

Please see attached continuation sheet 2

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)

Nil

Signed



Date

On behalf of ~~XXXXXX~~ (mortgagee) ~~XXXXXX~~

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 situated 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.

Amount secured by the mortgage or charge

All debts and liabilities, whether certain or contingent, which may now or hereafter be due, owing or incurred to Ulster Bank Limited, Ulster Bank Commercial Services (NI) Limited or Ulster Bank Markets Limited ("the Bank") anywhere or for which the Company may be or become liable to the Bank on any account or in any manner whatever in whatever currency denominated (whether as principal or surety and whether alone or jointly with any other person, firm or corporation and in whatever name, style or form) when the same shall become due and whether originally incurred, due or owing to the Bank or becoming so incurred due or owing by virtue of a transfer assignment or other disposition to or in favour of the Bank or by virtue of rights of subrogation exercised by the Bank together with interest, commission, other banking charges and any legal, administrative and other costs, charges and expenses incurred by the Bank in relation to the Debenture or in enforcing or seeking to enforce the security created thereby or any other security held by or offered to the Bank for such liabilities on a full and unqualified indemnity basis.

Short particulars of all the property mortgaged or charged

1. By way of first fixed charge all freehold and leasehold property of the Company both present and future together with all buildings, fixtures (including trade fixtures), fixed plant and machinery from time to time thereon (other than future freehold and leasehold property acquired by the Company subject to an existing fixed charge in which case the charge shall be a subsequent fixed charge) and all liens, charges, options, agreements, rights and interest in or over land both present and future vested in the Company or to which the Company may be entitled;
2. By way of first fixed charge all plant and machinery and other chattels now or at any time hereafter belonging to the Company wherever situated and all the right, title and interest of the Company in any plant and machinery and other chattels from time to time hired, leased or rented or acquired by the Company on a hire instalment or conditional purchase basis from third parties together in each case with the benefit of related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligation of any person under or in respect of such contract;
3. By way of first fixed charge all book and other debts and monetary claims both present and future (including bank deposits and credit balances) due or owing to the Company and the full benefit of all rights relating thereto including (without limitation) all guarantees and securities therefor, indemnities in respect thereof, negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' liens and other rights enabling the Company to enforce any such debts or claims.
4. By way of first fixed charge:
 - (i) all stocks, shares, securities and other interests which are now or may at any time hereafter be owned by the Company or in which the Company may otherwise be interested including (without limitation) loan capital, indebtedness or liabilities on any account or in any manner owing to the Company both present and future by any company which now is or may hereafter become a subsidiary of the Company;
 - (ii) the full benefit of all stocks, shares and securities which, or the certificates of which, are now or may at any time hereafter be lodged with the Bank or held by the Bank or its agents or transferred to or registered in the name of the Bank or its agents or their respective nominees;
 - (iii) all rights in respect of or incidental to the Charged Property described at (i) and (ii) above (the Charged Property described at (i) to (iii) herein being hereinafter called "the Securities"); and

- (iv) all stocks, shares, securities, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option or otherwise to or in respect of any of the Securities including all dividends, interest and other income payable in connection therewith (the Charged Property described at (i) and (iv) herein being hereinafter called "Interests in Securities").
- 5. By way of first fixed charge the goodwill and the uncalled capital of the Company (except capital subject to a share option scheme previously approved by the shareholders of the Company in favour of employees) both present and future and future calls on such capital (whether made by the directors of the Company or by a receiver or liquidator);
- 6. By way of first fixed charge all trade names, brand names, registered and unregistered trade or service marks to which the Company is or may hereafter become entitled and all copyrights, patents, inventions and fees, royalties and other rights of every kind deriving from copyrights, patents or inventions now or at any time hereafter belonging to the Company;
- 7. By way of first floating charge all the undertaking and all property and assets of the Company whatsoever and wheresoever both present and future including (without limitation) all heritable property and all other property and assets in Scotland and the property and assets described in 1-6 inclusive above if and so far as the charges thereon or in any part or parts thereof herein contained shall for any reason be ineffective as fixed charges.

AND for the purposes of the Debenture the expression "Charged Property" means the undertaking, assets, rights, benefits and revenues described in 1-7 above and references to Charged Property including references to any part of it.

- 9. The Bank may at any time by notice in writing to the Company convert the floating charge created hereby into a specific charge with reference to any assets specified in such notice and by way of further assurance of such specific charge the Company will promptly on receipt of such notice execute over such assets a fixed charge in favour of the Bank in such form as the Bank shall reasonably require and notwithstanding anything herein contained in the Company charges, pledges or otherwise encumbers (whether by way of fixed or floating security) any of the Charged Property referred to at 7 above or attempts to do so without the prior written consent of the Bank or if any person levies or attempts to levy any distress execution sequestration or other process against any of the Charged Property to at 7 above the charge hereby created over the subject thereof shall automatically without notice operate as a fixed charge instantly such event occurs.
- 10. The Debenture contains a covenant by the Company that it shall not without the prior consent in writing of the Bank:-
 - (a) create or allow to subsist any specific or other mortgage, debenture, charge, lien, pledge, hypothecation or other security interest of any kind (save a charge arising by operation of law in the ordinary course

of business under a reservation of title clause contained in the terms and conditions of sale of a supplier to the Company the legal effect of which the Company is not aware of or a lien or vendor's lien arising by operation of law in the ordinary course of business) upon the Charged Property;

- (b) transfer, sell, lease, loan or otherwise dispose of the whole or any material part of its undertaking, property or assets except by way of sale at full market value in the usual course of trading; and
- (c) charge, assign, factor or discount any book or other debts or monetary claims in favour of any other person or enter into an agreement for such charge, assignment, factoring or discounting.

DUPLICATE FOR THE FILE



NI14794

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 eighteenth day of February Two thousand and created by

CRANE COMMUNICATIONS 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, ULSTER BANK COMMERCIAL SERVICES (NI) LIMITED

and ULSTER BANK MARKETS 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 twenty-third day of February
Two thousand

A handwritten signature in cursive script, appearing to read 'Janet McCann'.

for the Registrar of Companies for
Northern Ireland

Certificate
received by

A handwritten signature in cursive script, appearing to read 'A. Ball'.

Date

A handwritten date '1/3/2000' written in cursive script.