



00223862

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

Register of Mortgages for
CRANE COMMUNICATIONS LIMITED

NI14794

Particulars of Mortgage

Doc. No. 52
Registered 23/02/2000
Created 18/02/2000
Acquired 0
Amount £

ASSIGNMENT OF LIFE POLICY
Policy of Assurance dated 18 February 2000
Number of Policy: K70175374
Insurer: The Standard Life Insurance Company
Life Assured: David McConkey
Person Beneficially Entitled: The Company
Sum assured - 1,000,000
SEE DOC 53 FOR FURTHER DETAILS.

Names of
Mortgagees
ULSTER BANK LIMITED
11-16 DONEGALL SQ
ULSTER BANK MARKETS
GEORGE'S QUAY
ULSTER BANK
COMMERCIAL SERVICES

Satisfactions
W/P Date Doc

M

COMPANIES FORM No. 402

crkas

CR 53

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 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 14 794

52

34821

Name of company

. CRANE COMMUNICATIONS LIMITED

Date of creation of the charge

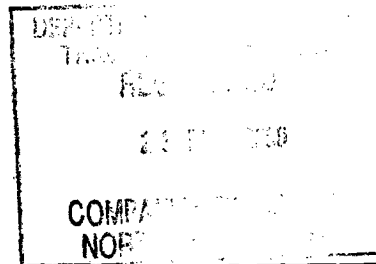
18 February 2000

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

Assignment of Life Policy "the Assignment"

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 and ULSTER BANK COMMERCIAL SERVICES (NI) LIMITED

both of whose registered offices are at 11-16 Donegall Square East Belfast
and ULSTER BANK MARKETS LIMITED having its

Postcode

registered office at George's Quay Dublin 2 and having a place of business
in Northern Ireland at 11-16 Donegall Square East, BelfastPresentor's name, address and
reference (if any):L'Estrange & Brett
Solicitors
Arnott House
12-16 Bridge Street
Belfast BT1 1LS

For official use

Public Office

Mortgage Section

Ref: SMC/KW

Short particulars of all the property mortgaged or charged

PLEASE SEE ATTACHED CONTINUATION SHEET 2

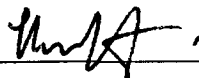
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legibly, preferably
in black type, or
bold block lettering

Particulars as to commission, allowance or discount (note 3)

NIL

Signed



Date

7

On behalf of ~~XXXXXX~~ (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.

Amount secured by the mortgage or charge

- (a) all present and future indebtedness of the Company to Ulster Bank Limited, Ulster Bank Commercial Services (NI) Limited and Ulster Bank Markets Limited ("the Bank") on any current, advance, loan or other account whatsoever.
- (b) all liabilities in respect of notes or bills discounted or paid or bills accepted for or at the request of the Company or other loans, credits or advances made to or for the accommodation or at the request of the Company
- (c) all other liabilities whatsoever of the Company to the Bank present or future, actual or contingent (including liabilities as surety or guarantor); and
- (d) all costs, charges and expenses owed to or incurred directly, or indirectly by the Bank in relation to this security held by the Bank in connection with advances or other banking facilities offered to the Company or in relation to the enforcement of any such security or in relation to any such indebtedness or liabilities on a full and unlimited indemnity basis.

Together in each of the cases mentioned in (a) - (d) above with all interest, commissions and bank and discount charges such interest being computed in each such case according to the usual mode of the Bank and so that interest shall be payable at the same rates as will after as before any judgement.

Short particulars of all the property mortgaged or charged

1. Policy of Assurance dated 18th February 2000
Number of policy: K70175374
Insurer: The Standard Life Insurance Company
Life Assured: David McConkey
Person Beneficially Entitled: The Company
Sum assured - £1,000,000
2. The Assignment contains a covenant by the Company that it has not received any mortgage, pledge, charge or other security for the giving of the security contained in the Assignment and the Company will not so long as the security in the Assignment remains in full force and effect, take any Mortgage, pledge, charge or other security in respect of its liability under the Assignment or take any steps to enforce repayment or exercise any other rights, claims or remedies of any kind which may accrue howsoever to the Company in respect of its liability under the Assignment or of any other money for the time being due to the Company or any other surety without the prior written consent of the Bank.

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 McBurn'.

for the Registrar of Companies for
Northern Ireland

Certificate
received by

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

Date

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