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COMPANIES FORM NO 402



00643858

CR 53

Particulars of a mortgage or charge

402

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

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this margin

Please 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

NI39487

Name of Company

* Heaney/Keenan Limited

Date of creation of the charge

5th day of June 2009

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

MORTGAGE DEBENTURE

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

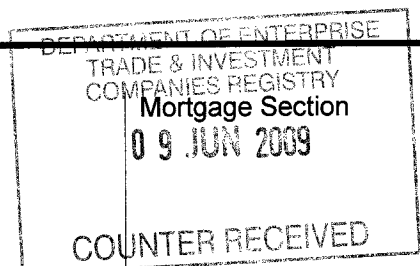
Belfast

Postcode

BT1 5UB

Presentor's name, address and
Reference (if any):
N346050/NIPost/NBC
Credit Documentation
11-16 Donegall Square East
Belfast
BT1 5UB
DX 4133 NR Belfast 20

For official use
Public Office



Short particulars of all the property mortgaged or charged

- 1 By way of mortgage and/or charge all the Company's freehold and leasehold property (both present and future) vested in or charged to the Company including without prejudice to the generality of the foregoing the property specified in the Schedule hereto;
- 2 By way of fixed charge:-
 - (i) all estates or interests in any freehold and leasehold property at the date of the Debenture and in future vested in or charged to the Company except the property referred to in paragraph 1;
 - (ii) all fixtures and fittings from time to time attached to any freehold and leasehold property of the Company;
 - (iii) 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;
 - (iv) all furniture furnishings equipment tools and other chattels of the Company present and future not regularly disposed of in the ordinary course of business;
 - (v) all rents receivable from any lease granted out of any freehold and leasehold property of the Company;
 - (vi) all the goodwill and uncalled capital of the Company present and future;
 - (vii) 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;

(continued on 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)

Signed



Date 08.06.09

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 Registry 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 agreement 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.

Please complete in
typescript, or in bold
black capitals

402 (Cont.)

Particulars of a mortgage or charge (Cont'd)

Continuation sheet No
to Form402

Company Number

NI39487

Full Name of Company

Heaney/Keenan Limited

Description of the instrument creating or evidencing the mortgage or charge (continued)

Amount due or owing on the mortgage or charge (continued)

Names, addresses and descriptions of the mortgagees or persons
entitled to the charge (continued)

Short particulars of all the property mortgaged or charged (Continued)

Please
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capitals

- (viii) all stocks shares and other securities of the Company present and future (except those referred to in paragraph 2(vii)) and all income and rights derived from or attaching to the same;
 - (ix) all intellectual property rights (including, without limitation, all rights in patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names) 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 any of the charged property;
 - (x) 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;
 - (xi) 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 Note 1(c) below;
 - (xii) 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 Note 1(c) below provided that the Bank may without prejudice to the charge permit the Company to make withdrawals from time to time.
- 3 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.

Notes

- 1 The Debenture contains covenants by the Company with the Bank:-
- (a) Not without the previous written consent of the Bank to create or permit to arise any mortgage charge or lien on any of the Company's property nor to dispose of any of the Company's property except that the property subject to the floating charge may be disposed of in the ordinary course of business.
 - (b) Not without the previous written consent of the Bank to grant or accept a surrender of any lease or licence of or part with or share possession or occupation of the Company's freehold and leasehold property or any part of it.
 - (c) To pay into the Company's account with the Bank (and if more than one then into such account or into such account with another bank) as the Bank may specify from time to time all money which the Company may receive in respect of the Company's book debts and other debts and not to deal with the Company's book debts and other debts otherwise than by collecting them in the ordinary course of the Company's business and in particular not to realise the Company's book debts and other debts by means of block discounting, factoring or the like.
- 2 The Debenture gives the Bank power to appoint an Administrator.

Schedule of Properties referred to in Clause 1 hereof

Particulars as to commission allowance or discount

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NI039487

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 FIFTH day of JUNE two-thousand and NINE and created by

HEANEY/KEENAN 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

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 NINTH day of JUNE two-thousand and
NINE

A handwritten signature in black ink that reads "Louise Hunter".

for the Registrar of
Companies for Northern Ireland