

NI35154

Register of Mortgages for  
BIOSCIENCE AND TECHNOLOGY INSTITUTE LIMITED

Printed on: 03/10/2002

[P - Partly Satisfied]  
[W - Wholly Satisfied]

Particulars of Mortgage

Names of  
Mortgagees  
Dr Allen James  
McClay  
56 Tullagh Road  
COOKSTOWN  
BT80 9RJ

Satisfactions  
W/P Date Doc

Doc. No. 21 All monies Debenture.  
Registered 01/10/2002 1. The Company as Beneficial Owner  
Created 27/09/2002 grants and demises so much of the  
Acquired hereditaments and premises more  
Amount # 0 particular described or referred to  
in the Schedule to the Debenture as  
are on registered land being all  
that and those parts of the lands  
and premises situate at Site 35,  
Sydenham Business Park, Harbourside,  
Belfast as are contained in a Sub-  
lease dated 31st October 2001 .....

See Doc 21 for further details.

# M

COMPANIES FORM No. 402

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 block type, or  
bold block lettering\* insert full name  
of company

To the Registrar of Companies

For official use

Company number

142101401

NI35154

21

Name of company

\* BIOSCIENCE AND TECHNOLOGY INSTITUTE LIMITED ("the Company")

Date of creation of the charge

27th September 2002

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

Debenture ("the Debenture")

Amount secured by the mortgage or charge

See attached continuation sheet 1

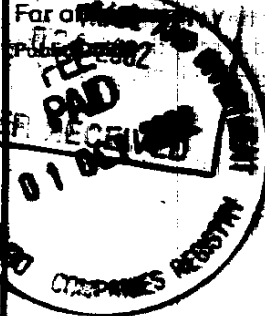
Names and addresses of the mortgagees or persons entitled to the charge

Dr. Allen James McClay of 56 Tullagh Road, Cookstown

Postcode BT80 9RJ

Presentor's name, address and  
reference (if any):L'Estrange & Brett  
Arnott House  
12/16 Bridge Street  
BELFAST  
BT1 1LS

Ref: SJC



Short particulars of all the property mortgaged or charged

See attached continuation sheet 2

Please do not  
write in this  
margin

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

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

Nil

Signed

*L. E. B. [Signature]*

Date

*30 September 2002*

On behalf of (company) (mortgagee/chargee) ~~---~~

To 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 form. 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.

**FORM 402 – BIOSCIENCE AND TECHNOLOGY INSTITUTE LIMITED**

**Continuation Sheet 1**

- (a) all debts and liabilities, whether certain or contingent, which may now or hereafter be due, owing or incurred to Dr. Allen James McClay (the "Lender") anywhere or for which the Company may be or become liable to the Lender on any account or in any manner whatsoever in whatever currency denominated (whether as principal or surety or 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 Lender or becoming so incurred, due or owing by virtue of a transfer, assignment or other disposition to or in favour of the Lender or by virtue of rights of subrogation exercised by the Lender together with interest, commission, other banking charges and any legal, administrative and other costs, charges and expenses incurred by the Lender in relation to this Debenture or in enforcing or seeking to enforce the security created or any other security held by or offered to the Lender for such liabilities on a full and unqualified indemnity basis.
- (b) interest to the date of repayment on the money so due or owing by it (whether before or after demand and whether before or after any judgement which may be recovered therefore) at such rate or rates and upon such terms as may from time to time be agreed between the Company and the Lender and in accordance with the Lender's usual practice; such interest to be paid on interest payment dates in accordance with any relevant agreement between the Company and the Lender, or in the absence of such agreement upon such days in each year as the Lender shall from time to time fix in accordance with the practice then current and such interest shall be compounded with rates on the said days in each year in the event of it not being punctually paid on the said days but without prejudice to the Lender's right to require payment of such interest.



## FORM 402 – BIOSCIENCE AND TECHNOLOGY INSTITUTE LIMITED

### Continuation Sheet 2

#### Short Particulars of all property mortgaged or charged

1. The Company as Beneficial Owner grants and demises so much of the hereditaments and premises more particular described or referred to in the Schedule to the Debenture as are on registered land being all that and those parts of the lands and premises situate at Site 35, Sydenham Business Park, Harbourgate, Belfast as are contained in a Sub-Lease dated 31<sup>st</sup> October 2001 and made between Royce Developments (35) Limited (1) and the Company (2) together with all buildings, fixtures including trade fixtures) and fixed plant and machinery from time to time thereon **TO HOLD** as to so much thereof as are leasehold unto the Lender for the residue or residues of the term or respective terms of years for which the same are held less the last ten days of such term or of each of such terms without impeachment of waste; and as registered owner or the person entitled to become registered as owner charges in favour of the Lender so much of the lands described or referred to in the Schedule to the Debenture as are registered or are required to be registered in the Land Registry by virtue of the statutes in that behalf or otherwise and assents to the registration of the charge hereby created as a burden affecting such lands.

2. By way of fixed charge:

2.1 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;

2.2 all plant and machinery and other chattels (except where the same is included in paragraph (1) above) 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 the related hiring, leasing or rental contract and any guarantee, indemnity or other security for the performance of the obligations of any person under or in respect of such contract;

DEPARTMENT OF ENTERPRISE TRADE AND INVESTMENT REGISTERED 1 OCT 2002 COMPANIES REGISTRY NORTHERN IRELAND	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 therefore, 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;
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- 2.4 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;
- 2.5 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 Lender or held by the Lender or as agents are transferred to or registered in the name of the Lender or his agents or the respective nominees;
- 2.6 all stocks, shares, securities, rights, monies 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;
- 2.7 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);
- 2.8 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.
3. By way of Floating Charge all the undertaking and all property and assets of the Company whatsoever and wheresoever both present and future including (without limitation) all hereditible property and all other property and assets in Scotland and the property and assets described in paragraphs 1 and 2 above and so far as the charges thereon or in any part or any parts thereof contained shall for any reason be ineffective as fixed charges.
4. The Lender may at any time by notice in writing to the Company convert the Floating Charge created under clause 2.1(h) of the Debenture and referred to at paragraph 3 above 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 Lender in such form as the Lender shall require notwithstanding anything herein contained if the Company charges, pledges or otherwise encumbers (whether by way of fixed or floating security) any of the charged assets or attempts to do so without the prior written consent of the Lender or if any person levies or attempts to levy any distress, executions, sequestration or other process against any of the charged property referred to at paragraph 2.8 above the charge hereby created over the subject thereof shall automatically without notice operate as a fixed charge instantly such event occurs.

5. The Debenture contains a covenant by the Company that it will not, without the previous written consent of the Lender:-
- (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 any asset charged under the Debenture; or
  - (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; or
  - (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 a charge, assignment, factoring or discounting.

DUPLICATE FOR THE FILE



NI35154

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 TWENTY-SEVENTH day of SEPTEMBER Two Thousand and TWO and created  
by

BIOSCIENCE AND TECHNOLOGY INSTITUTE LIMITED

for securing all moneys now due, or hereafter to become due, or from  
time to time accruing due from the Company to

DR. ALLEN JAMES McCLAY

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 FIRST day of OCTOBER  
Two Thousand and TWO

*H. Lestrade*  
for the Registrar of Companies for  
Northern Ireland

Certificate  
received by

*A. Baller*

Date

*4/10/2002*