



00491706

ANIES FORM No. 402

ΔΕ

402

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

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

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

To the Registrar of Companies

For official use

Company number

NI041115

Name of Company

\*insert full name of  
company**\*CALLENDER STREET TRUSTEES LIMITED (as trustee of the CASTLEREA  
PROPERTY UNIT TRUST) (the "Mortgagor")**

Date of creation of the charge

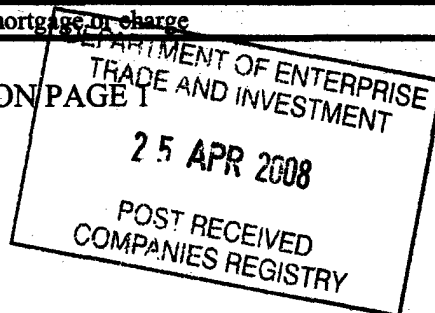
21 April 2008

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

Legal mortgage (the "Legal Mortgage")

Amount secured by the mortgage or charge

SEE CONTINUATION PAGE 1



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

**AIB GROUP (UK) p.l.c. whose registered office is at 4 Queen's Square, Belfast  
(the "Bank")**

Postcode BT1 3DJ

Presentor's name, address and reference  
(if any):Tughans  
Solicitors  
Marlborough House  
30 Victoria Street  
BELFAST BT1 3 GS  
DX 433NR, BELFAST  
Tel: 9055 3300For official use  
Public Office

Mortgage Section

Short particulars of property charged

SEE CONTINUATION PAGE 1 TO 4

Please do not write  
in this margin

Please complete  
legibly, preferable  
in black type or  
bold block letters

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

NIL

Signed

*T. J. H. H.*

Date

21

APRIL 2008

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 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, e.g. "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.

**CALLENDER STREET TRUSTEES LIMITED**  
**(as trustee of the CASTLEREA PROPERTY UNIT TRUST)**

**FORM M402 IN RESPECT OF A LEGAL MORTGAGE DATED 21 APRIL 2008**  
**RELATING TO PROPERTY AT VALLIS ROAD, FROME, SOMERSET UNDER T/N ST174851**

**CONTINUATION PAGE 1 OF 4**

**1. AMOUNT SECURED BY THE MORTGAGE OR CHARGE**

All sums of money which have been or are now or may hereafter at any time or from time to time be advanced to the Mortgagor by the Bank all other indebtedness and/ or liabilities whatsoever of the Mortgagor to the Bank present, future, actual and/ or contingent and whether on any banking or other account or otherwise in any manner whatsoever including such indebtedness and/ or liabilities due under the terms of the Legal Mortgage (whether alone or jointly or severally with any person and in whatever style, name or form and whether as principal or surety); all costs and expenses incurred by the Bank and/ or any Receiver (including any Receiver's remuneration) in relation to the Legal Mortgage and/or any such advances indebtedness and/ or liabilities on a full indemnity basis (such costs, charges, and expenses shall for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of the security constituted by the Legal Mortgage and the recovery of the liabilities secured by it); the amount of any acceptance or other credits and any cheques, notes or bills from time to time given or assumed by the Bank and all commission, discount and banking charges; and interest and charges upon or relating to all such advances, indebtedness, liabilities, unpaid interest, costs and expenses, acceptance credits, cheques, notes, bills, commission, discount and banking charges until demand at the Agreed Rate of Interest or in default of any Agreed Rate of Interest, at the Specified Rate of Interest and from and after demand until full discharge (as well after as before judgment) at the Specified Rate of Interest or the Agreed Rate of Interest (whichever is the higher) and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest; together with all other sums of money due, owing or incurred by and other liabilities of the Mortgagor to the Bank the payment and discharge of which are the subject of covenants, undertakings and agreements contained in the Legal Mortgage (altogether any of the foregoing being the "Secured Obligations").

**2. SHORT PARTICULARS OF PROPERTY CHARGED**

2.1 Pursuant to the Legal Mortgage, the Mortgagor (to the intent that the security thereby created shall rank as a continuing security in favour of the Bank) charges with full title guarantee to the Bank as security for the payment and discharge of the Secured Obligations:

(a) by way of legal mortgage all and singular the Mortgaged Property;

**CALLENDER STREET TRUSTEES LIMITED**  
**(as trustee of the CASTLEREA PROPERTY UNIT TRUST)**

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**RELATING TO PROPERTY AT VALLIS ROAD, FROME, SOMERSET UNDER T/N ST174851**

**CONTINUATION PAGE 2 OF 4**

- (b) by way of fixed charge the Goodwill;
- (c) by way of fixed charge any share held by the Mortgagor in any tenants', residents' or occupiers' management company affecting the Mortgaged Property or any estate or building of which the property forms part;
- (d) by way of floating security all moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Mortgagor now and from time to time placed on or used in or about the Mortgaged Property (which expression shall where the context so admits include all such items) such floating charge to crystallise (if it has not already done so) upon the earlier of:
  - (i) a demand being made for payment of the Secured Obligations (without any necessity for such demand to refer specifically to such crystallisation); or
  - (ii) the date of service of any notice given by the Bank to the Mortgagor as more particularly described in paragraph 2.2 below.

2.2 Pursuant to the Legal Mortgage it is provided that the Bank may by written notice convert the floating security into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened to be levied and may appoint a Receiver thereof.

**3. FURTHER ASSURANCE**

Pursuant to the Legal Mortgage, the Mortgagor agrees that (in addition to the obligations implied pursuant to the Law of Property (Miscellaneous Provisions) Act 1994) it will at the request of the Bank execute in favour of the Bank such further or other legal requirements, mortgages, charges or other security documents as the Bank may request over the Mortgagor's interest in any of the mortgaged property for the purpose of perfecting, improving or more effectively securing the Mortgagor's obligation.

**CALLENDER STREET TRUSTEES LIMITED**  
**(as trustee of the CASTLEREA PROPERTY UNIT TRUST)**

**FORM M402 IN RESPECT OF A LEGAL MORTGAGE DATED 21 APRIL 2008**  
**RELATING TO PROPERTY AT VALLIS ROAD, FROME, SOMERSET UNDER T/N ST174851**

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**4. NEGATIVE PLEDGE**

Pursuant to the Legal Mortgage, the Mortgagor covenants with the Bank not to create or permit to subsist any mortgage, charge or other encumbrance in favour of any other party or affecting the Mortgaged Property or any part or parts thereof without the prior written consent of the Bank.

**5. APPOINTMENT OF BANK AS ATTORNEY**

Pursuant to the Legal Mortgage the Mortgagor irrevocably appoints the Bank and the Receiver and each of them as attorneys of the Mortgagor to exercise any of the powers of the Bank and/or the Receiver under or by virtue of the Legal Mortgage or by statute or otherwise for and in the name and on behalf of the Mortgagor.

**6. LIMITATION OF LIABILITY CLAUSE**

Pursuant to the Legal Mortgage it is provided that any terms, conditions, undertakings, covenants or warranties made by Callender Street Trustees Limited within the Legal Mortgage are made by Callender Street Trustees Limited as trustee only so far as it is within its office as trustee of the Castlereas Property Unit Trust but not so far as to incur any personal liability and any covenant to pay or discharge any monies or liabilities due or to perform any obligation shall only extend to an obligation to pay out of the free funds and unencumbered assets of the said trust (and in the income therefrom) under the control of Callender Street Trustees Limited and provided always that it is agreed that Callender Street Trustees Limited shall not be personally liable in damages for or in any aspect of any breach or non-observance of the terms, conditions, undertakings, covenants or warranties by Callender Street Trustees Limited contained in the Legal Mortgage (and shall only be liable so far as it is within its office as trustee of the Castlereas Property Unit Trust but not so far as to incur any personal liability and any covenant to pay discharge any monies or liabilities due or to perform any obligations shall only extend to an obligation to pay out of the free funds and unencumbered assets of the said trust and the income therefrom under the control of Callender Street Trustees Limited) and no term, condition, undertaking, covenant or warranty shall be implied in the Legal Mortgage so as to render Callender Street Trustees Limited personally liable for any such term, condition, undertaking, covenant or warranty as aforesaid and it is agreed that Callender Street Trustees Limited shall not be liable in respect of any breach or non-observance of any such term, condition, undertaking, covenant or warranty in the Legal Mortgage which occurs after Callender Street trustees Limited shall have ceased to be trustee of the Castlereas Property Unit Trust.

**CALLENDER STREET TRUSTEES LIMITED**  
**(as trustee of the CASTLEREA PROPERTY UNIT TRUST)**

**FORM M402 IN RESPECT OF A LEGAL MORTGAGE DATED 21 APRIL 2008**  
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**7. DEFINITIONS**

In this Form 402, the following defined terms shall have the meanings set out next to them:

**"Agreed Rate of Interest"** means the most recent rate of interest from time to time agreed between the Bank and the Mortgagor.

**"Goodwill"** means the goodwill and connection of any business or businesses now or at any time during the continuance of the security constituted by the Legal Mortgage carried on by or for the account of the Mortgagor upon all or any part of the Mortgaged Property.

**"Mortgaged Property"** means the freehold property at Vallis Road, Frome, Somerset held under title number ST174851.

**"Receiver"** means a receiver appointed by the Bank pursuant to the Legal Mortgage.

**"Specified Rate of Interest"** means a rate calculated on a daily basis five per cent (5%) per annum above the Bank's Base Rate from time to time.



NI041115

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-FIRST day of APRIL two-thousand and EIGHT and created by

**Callender Street Trustees Limited**

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

**AIB GROUP (UK) PLC**

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 TWENTY-FIFTH day of APRIL two-  
thousand and EIGHT

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

for the Registrar of  
Companies for Northern Ireland