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COMPANIES FORM No. 395

029995 / 13

Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

395

CHFP025

Please do not write in this margin

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

* insert full name of Company

To the Registrar of Companies
(Address overleaf - Note 6)

For official use

5 8 2

Company number

01011674

Name of company

* Suffolk Life Annuities Limited (the "Company")

Date of creation of the charge

30th March 2006

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

Mortgage and Charge dated 30th March 2006 (the "Charge")

Amount secured by the mortgage or charge

Please see continuation sheet.

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

Ulster Bank Limited, 11-16 Donegall Square East, Belfast, BT1 5UB (hereinafter referred to as the "Bank")

Postcode TW9 1QE

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

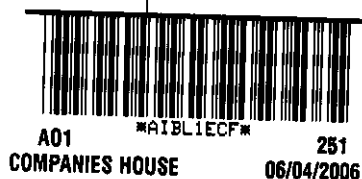
Arthur Cox Northern Ireland
LB/sc
Capital House
3 Upper Queen Street
Belfast BT1 6PU

Time critical reference

For official Use (02/00)

Mortgage Section

Post room



Short particulars of all the property mortgaged or charged

Please see 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)

Nil

Signed

Arthur Goo Nomer Tiner

Date

5/4/06

**A fee is payable
to Companies
House in
respect of each
register entry
for a mortgage
or charge.
(See Note 5)**

On behalf of [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 (section 395). 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 (section 398). 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 (section 398) 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 section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 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 section 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 provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

Name of company

* insert full name
of company

* Suffolk Life Annuities Limited (the "Company")

Addendum 1/4

1. Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Mortgage and Charge (the "Charge") dated 30th March 2006 and made between (1) the Company and (2) Ulster Bank Limited (the "Bank")

Addendum 2/4

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

All moneys obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may at the date of the Charge or thereafter be due owing or incurred by the Company to the Bank whether present or future actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever including but without limitation all Expenses (as hereinafter defined) and so that interest shall be computed and compounded on the terms agreed between the parties or if not agreed according to the usual practice of the Bank as well after as before any demand or judgement (the "Secured Liabilities").

LIMITATION OF LIABILITY

It was provided in the Charge that all covenants made by the Company in the Charge are made by the Company but not so as to incur any personal liability and any covenants to pay or discharge any monies or liabilities due to the Bank or to perform any obligations shall only extend to an obligation to pay out of the funds of the plant and the income thereof (but not further or otherwise) and provided always it was agreed that the Company shall not be liable for damages for or in respect of any breach or non-observance of the covenants by the Company contained in the Charge which shall happen after the Company shall have ceased to be a provider of the Plan and no covenant shall be implied in the Charge so as to render Suffolk Life Annuities Limited personally liable for repayment of the principal sum and interest thereby secured nor shall the same constitute a debt recoverable against it personally.

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* Suffolk Life Annuities Limited (the "Company")

Addendum 3/4

3. Names, addresses and description of the mortgagees or persons entitled to the charge (continued)

Name of company

* insert full name
of company

* Suffolk Life Annuities Limited (the "Company")

Addendum 4/4

4. Short particulars of all the property mortgaged or charged (continued)

1. A mortgage over the Property (as hereinafter defined) title to which is not registered or registerable in the Land Registry pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970;
2. A charge over that part of the Property (as hereinafter defined) title to which is registered or registerable in the Land Registry under the Land Registration Act (Northern Ireland) 1970;
3. An assignment of all Rental Income present or future and whether payable at the date of the Charge or in the future and the proceeds of any sale lease or other disposition of the Property and all rights and claims of the Company against all lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of any such person or other third parties in relation to the Property at the date of the Charge or in the future existing and capable of being satisfied by the payment of money.

IT WAS PROVIDED that the Company may not without the prior written consent of the Bank such consent not to be unreasonably withheld in the case of the grant of a lease of part of the Property:

- (a) create or permit to subsist or arise any Encumbrance (as hereinafter defined) or any right or option on the Property (as hereinafter defined) or any part thereof. Subject as aforesaid any mortgage of or charge on the Property (as hereinafter defined) created by the Company (otherwise than in favour of the Bank) should be expressed to the subject to the Charge.
- (b) sell, convey, assign or transfer the Property (as hereinafter defined) or any interest therein or otherwise part with or dispose of any Property (as hereinafter defined) or assign or otherwise dispose of any moneys payable to the Company in relation to the Property (as hereinafter defined) or agree to do any of the foregoing;
- (c) exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing;
- (d) part with or share possession or occupation of the Property (as hereinafter defined) or any part of it or grant any tenancy or licence to occupy the Property (as hereinafter defined) or agree to do any of the foregoing.

WHERE:

"Encumbrance" means any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment;

"Charged Property" means the property assets debts rights and undertaking charged to the Bank by the Charge and includes any part of or interest therein;

"Expenses" means all interest commission fees and legal and other costs charges and expenses which the Bank or any Receiver may charge or incur in relation to the Company or the Charge and the preparation negotiation and creation of the Charge and/or in relation to the Charged Property and/or any breach of any provision of, and the protection realisation or enforcement of, the Charge in each case on a full indemnity basis;

"Plan" means the Suffolk Life Self-Invested Personal Pension Plan (SIPP 70733 and SIPP 707334);

"Property" means the freehold, leasehold or immovable property referred to the Schedule and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it and belonging to the Company;

"Receiver" means an administrative receiver, receiver and/or manager and any substitute for any such person and whether appointed under the Charge or pursuant to any statute or otherwise;

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"Rental Income" means the gross rents licence fees and other moneys receivable at the date of the Charge or thereafter at any time by the Company in respect of or arising out of any lease of the Property or any agreement for lease or otherwise without limitation derived by the Company from the Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like.

SCHEDULE

The Property

The lands and premises situate at and known as Unit 1, 28-30 The Square, Comber, County Down, which said lands are comprised in Folio DN 141068L County Down.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 01011674

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A MORTGAGE AND CHARGE DATED THE 30th MARCH 2006 AND CREATED BY SUFFOLK LIFE ANNUITIES LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO ULSTER BANK LIMITED ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 6th APRIL 2006.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11th APRIL 2006.

PDW



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES