

MR01

Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST M



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
last page.

You can use the WebFiling
Please go to www.companies.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument.

☒ **What this form is NOT for**
You may not use this form to
register a charge where there is
an instrument. Use form MR08.

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge.
If delivered outside of the 21 days it will be rejected unless it is accompanied
by a court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be
scanned and placed on the public record. Do not send the original.

WEDNESDAY



JNI *J4YIF1BL* #55
13/01/2016
COMPANIES HOUSE
JNI *J4Y5XFM3* #82
08/01/2016
COMPANIES HOUSE
JNI *J4XYFNVU* #102
05/01/2016
COMPANIES HOUSE

1 Company details

Company number N 1 0 4 1 1 1 5
Company name in full CALLENDER STREET TRUSTEES LIMITED

0 1 4 0 For official use

→ Filling in this form
Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 3 7 2 2 0 1 5

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge.

Name NORTHERN BANK LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below.

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge.

3 JAN 2016

05 JAN 2016

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Brief description

THE PROPERTY DESCRIBED IN PROPERTY REGISTRATION AUTHORITY FOLIO 14115F OF THE REGISTER OF OWNERSHIP OF FREEHOLD LAND, COUNTY DUBLIN, COMMONLY KNOWN AS UNIT 22, ELM ROAD, WESTERN INDUSTRIAL ESTATE, NAAS ROAD, DUBLIN 12.

Please limit the description to the available space.

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

8

Trustee statement¹

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☒

¹ This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X *Douglas McDonnell* X

This form must be signed by a person with an interest in the charge.

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Particulars of a charge



Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name LOUISE MCCAFFREY

Company name DAVIDSON MCDONNELL

SOLICITORS

Address 1 LANYON QUAY

Post town BELFAST

County/Region COUNTY ANTRIM

Postcode B T 1 3 G P

Country NORTHERN IRELAND

DX 445 NR BELFAST

Telephone 028 9099 8207



Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.



Important information

Please note that all information on this form will appear on the public record.



How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'



Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI41115

Charge code: NI04 1115 0140

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 23rd December 2015 and created by CALLENDER STREET TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th January 2016.

Given at Companies House, Belfast on 14th January 2016



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

I hereby certify this to be a true and complete copy of the original.

Date

5/1/16
Davidson McDonnell
| DAVIDSON McDONNELL |
SOLICITORS

NIBcomcharge.1

THIS DEED OF MORTGAGE AND CHARGE (the "Deed") is made the 23rd day of DECEMBER 2015 BETWEEN CALLENDER STREET TRUSTEES LIMITED Having its Registered Office at Second Floor, Lindsay House, 10, Callender Street, Belfast, County Antrim BT1 5BN Northern Ireland (hereinafter called "**the Mortgagor**" which expression shall where the context so admits or requires include and extend to the successors, assigns, personal representatives, executors, heirs and transferees of the Mortgagor) and **NORTHERN BANK LIMITED** having its registered office at Donegall Square, Belfast, Northern Ireland, BT1 6JS (hereinafter called "**the Bank**" which expression shall include and extend to its successors and assigns) of the other part.

WHEREAS:

(A) The Mortgagor is now seized and possessed of or otherwise entitled to or is the registered owner or the person entitled to be registered as owner of the lands, hereditaments and premises described in the Schedule hereto together with all fixtures (including trade fixtures) and fittings thereon (referred to in this Deed as the "**Mortgaged Property**").

(B) The Bank from time to time has made and will make and continue advances or otherwise give credit or afford banking facilities or grant time for as long as the Bank may think fit to the Mortgagor solely or jointly with any other person, firm or company and/or to any firm in which the Mortgagor may be a partner and/or to any one or more of the parties constituting the Mortgagor and/or to any other person, firm or company for the liabilities of which said person, firm or company the Mortgagor (or any one or more of the parties constituting the Mortgagor) may now be surety or hereafter become surety upon the terms that the Bank shall be secured as hereinafter appearing .

(C) The Bank and the Mortgagor have agreed that all monies that are now owing or shall hereafter becoming owing from the Mortgagor to the Bank together with interest, costs and charges shall be secured as hereinafter appearing.

NOW THIS DEED made in pursuance of the foregoing and in consideration thereof **WITNESSETH** and it is hereby **AGREED AND DECLARED** by and between the Bank and the Mortgagor as follows:

1. **CHARGE OVER LANDS:** As continuing security for the payment, performance and discharge to the Bank of all monies, obligations and liabilities herein covenanted to be paid or discharged and as a legal mortgage of land, the **MORTGAGOR** as beneficial owner and also in the case of registered land as registered owner (or as the person entitled to be registered as owner) **HEREBY CHARGES** by deed the Mortgaged Property with the payment, performance and discharge of all monies, obligations and liabilities as aforesaid subject to the terms, conditions, covenants and obligations set out in this Deed

and the **MORTGAGOR** hereby **ASSENTS** to the registration of this charge for present and future advances as a burden on the Mortgaged Property.

Address and description: The address in the State of the Bank for the service of notices, and its description, are:

Address: Donegall Square, Belfast, Northern Ireland, BT1 6JS

Description: Credit Institution.

2. **COVENANT TO PAY:** The Mortgagor hereby covenants with the Bank that the

Mortgagor will on demand pay to the Bank all and every the sum or sums of money at any time owing on any account by the Mortgagor and will pay, perform and discharge all obligations and liabilities relating to all and every sum or sums of money which now are or shall at any time be owing to the Bank by the Mortgagor anywhere on the current account of the Mortgagor or any other account whether from the Mortgagor solely or from the Mortgagor jointly with any company or companies, person or persons, or from any firm in which the Mortgagor may be a partner including the amount of notes or bills discounted or paid or other loans credits or advances made to or for the accommodation or at the request either of the Mortgagor solely or jointly or of any such firm as aforesaid or any monies for which the Mortgagor may be liable to the Bank in any way whatsoever whether as principal or surety or any liability or engagement incurred by the Bank whether certain or contingent by virtue of the Bank having entered into any bond, guarantee or indemnity with any third party at the request of the Mortgagor together with in all the cases aforesaid all interest commission discount and other banker's charges including interest on all such sum or sums of money as aforesaid as well after judgement as before such interest to be calculated on the same basis which applied before the date of any such judgement and also including legal charges occasioned by or incidental to this or any other security held by or offered to the Bank for the same indebtedness or by or to the enforcement of any such security (the "**Secured Liabilities**").

3. **ASSIGNMENT ETC**

3.1 The Mortgagor hereby **ASSIGNS** unto the Bank, subject to the proviso for redemption herein contained:

- (a) any covenant, agreement or undertaking for roadmaking or for the payment of road charges or other private street improvement or drainage expenses in respect of the Mortgaged Property, or any indemnity against payment of such charges or expenses; and
- (b) any other covenant, agreement, undertaking, charge, right, remedy or indemnity in relation to the Mortgaged Property or any rent payable thereout or charge thereon; and
- (c) all rights of the Mortgagor to be paid or receive compensation under any statute by reason of any compulsory acquisition, requisitioning or other exercise of compulsory powers in relation to the Mortgaged Property or any refusal, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Mortgaged Property and so that the production of these presents to the authority or person liable to pay such compensation shall be sufficient authority to it or him to pay all such sums to the Bank; and
- (d) all policies of insurance now or from time to time taken out by the Mortgagor in respect of the Mortgaged Property and all monies payable to the Mortgagor thereunder from time to time; and
- (e) all present and future agreements and contracts entered into by the Mortgagor for the sale of all or any part of the Mortgaged Property, the granting of a lease or all or part of the Mortgaged Property, the granting of any rights over or in respect of all or any part of the Mortgaged Property, and for the carrying out of any works on all or any part of the Mortgaged Property.

3.2 All of the said lands, premises, rights, title, benefit and interest hereby charged and assigned together with the Mortgaged Property, all fixed plant and machinery of the Mortgagor both present and future therein or thereon, and any equipment, goods and chattels from time to time therein or thereon being are herein referred to as "**the Charged Property**").

3.3 **PROVIDED ALWAYS** and it is hereby agreed and declared that if the Mortgagor shall on demand pay, perform and discharge to the Bank the Secured Liabilities, then and in such case the Bank shall at any time after such payment shall have been so made upon the request and at the cost of the Mortgagor duly release and discharge the Charged Property to the Mortgagor or as the Mortgagor shall direct.

4. **FURTHER COVENANTS:** The Mortgagor further covenants to the Bank that it will at all times during the continuance of the security constituted by this Deed:

(a) repair and insurance:

- (i) keep any buildings, fixtures (including trade fixtures), plant and machinery which may from time to time form part of the Charged Property in a good state of repair and in perfect working order;
- (ii) not make or permit to be made any structural alterations or additions to the Charged Property without the previous approval in writing of the Bank;
- (iii) keep or procure to be kept all such buildings, fixtures, plant and machinery and the Charged Property as aforesaid insured against loss or damage by fire and other risks as may from time to time be reasonably required by the Bank in their full reinstatement value for the time being in such office or offices as the Bank shall approve;
- (iv) punctually pay all premiums necessary for the purposes of such insurance;
- (v) will forthwith on demand produce to the Bank the policy or policies of such insurance and the receipt for every such payment and will apply all monies which may be received by virtue of any such policy either in making good the loss or damage in respect of which the same may have been received or (at the option of the Bank and without prejudice to any obligation in the policy of insurance or to any other obligation having priority to the obligations imposed by these presents) in discharge or reduction of the Secured Liabilities,

and that if the Mortgagor shall at any time refuse or neglect to keep the said insurances in force or to produce any policy or receipt to the Bank in accordance with the covenant hereinbefore contained or shall at any time refuse or neglect to perform or observe any covenants or stipulations affecting the Charged Property as herein provided it shall be lawful for but not obligatory upon the Bank as the case may require to repair and keep in repair the Charged Property and (subject to the rights of tenants) to enter upon the Charged Property or any part thereof for that purpose without thereby becoming liable as mortgagee in possession or to insure and keep insured the same in any sum or sums the Bank may reasonably think fit and generally to do all such acts and pay all such costs charges and expenses as the Bank may deem necessary to prevent or remedy any breach of covenant or stipulation and that the Mortgagor will on demand repay to the Bank every sum expended by them in so doing together with interest

thereon from the date of expenditure at the rate of interest from time to time payable in respect of the principal monies for the time being secured hereby; and

- (b) duly pay any road charges and other private street improvement expenses which now or hereafter shall be charged or assessed and become payable in respect of the Charged Property;
- (c) will observe the covenants (if any) affecting the Charged Property;
- (d) will punctually pay all rents reserved by and perform and observe all and singular the covenants and conditions on the part of the grantee or lessee contained in any grant or lease or other deed or document under which the Charged Property or any part thereof is held or charged with any periodical payment;
- (e) not without the prior consent in writing of the Bank do or omit to do any act or thing giving or which may give rise to a right of re-entry to the grantor or lessor under any above mentioned grant or lease or whereby any such grant or lease may become void or liable to forfeiture;
- (f) produce to the Bank the last receipt for ground rent or any other sum payable out of the Charged Property or the income thereof within ten days of the same becoming due or within ten days of a written request by the Bank to produce such receipt;
- (g) pay and discharge all rates and other outgoings payable in respect of the Charged Property and will comply with the requirements of any local or other authority in respect of the same;
- (h) inform the Bank in writing within ten days of the same having been notified to the Mortgagor of any such notice order direction requisition requirement or permission affecting or likely to affect the Charged Property or any part thereof and served upon the Mortgagor by any third party and in the case of any notice order direction or requirement served by a competent authority under or by virtue of any statute will without delay take all reasonable or necessary steps to comply with the same,

and also will at the request of the Bank and at the cost of the Mortgagor make or join with the Bank in making such objection or objections or representation or representations against or in respect of the same as the Bank shall reasonably deem expedient.

- 5. **IT IS HEREBY DECLARED** that the security constituted by this Deed shall not be considered as satisfied by any intermediate payment or satisfaction of the whole or any part of the Secured Liabilities but shall be a continuing security and extend to cover any sum or sums of money which shall for the time being constitute the Secured Liabilities as hereinbefore mentioned.
- 6. All monies costs and expenses paid or incurred by the Bank in or in connection with or incidental to enforcing or exercising or attempting to enforce or exercise all or any of the rights or powers expressly or impliedly given to the Bank by this Deed or otherwise in relation to the Charged Property together with interest for the same until payment thereof at a rate from time to time payable by the Mortgagor to the Bank on advances under the security constituted by this Deed and computed from the time or respective times of the same having been paid or expended shall be repaid by the Mortgagor to the Bank on demand and together with the interest

thereon as aforesaid shall until repayment thereof respectively be charges on the Charged Property and for the purposes of this Clause 6 legal costs charges and expenses shall be ascertained as between solicitor and own client and by way of complete indemnity to the Bank.

7. BANK'S POWERS

- 7.1 The Bank shall have the power of sale and all other powers conferred by the Land and Conveyancing Law Reform Act 2009 (the "**Conveyancing Act**") upon mortgagees subject to the modifications set out in this Deed.
- 7.2 The aforementioned power of sale shall be exercisable without the restrictions on its exercise contained in Section 100 of the Conveyancing Act. That power of sale is hereby extended to authorise the Bank to sever any fixtures from the Charged Property to which they are attached and sell them separately from any Charged Property.
- 7.3 Notwithstanding anything contained herein, the exercise by the Bank of the powers and rights conferred upon it by virtue of Chapter 3 of Part 10 of the Conveyancing Act shall not be subject to any restriction on the exercise thereof contained in Section 96(1)(c) of the Conveyancing Act.
- 7.4 The power to appoint a receiver shall be exercisable without the restrictions on the exercise thereof contained in Section 108(1) of the Conveyancing Act.
- 7.5 On or at any time after the date hereof the Bank may exercise, without further notice to the Mortgagor, and without the restrictions contained in the Conveyancing Act, and whether or not the Bank shall have appointed a receiver, all of the powers and rights conferred upon mortgagees by common law and by the Conveyancing Act as varied or extended or modified hereby and all the powers, authorities and discretions hereby (or by statute or by common law) conferred expressly, or by reference, on any receiver or mortgagee.
- 7.6 The restrictions on taking possession of mortgaged property contained in Section 97 of the Conveyancing Act shall not apply to this Deed. On or after the date hereof, the Bank may (without notice to the Mortgagor or any further consent on the part of the Mortgagor and without any of the restrictions contained in the Conveyancing Act) take possession of and hold all or any part of the Charged Property or enter into possession of the receipt of all or any part of the rents or profits of the Charged Property.
- 7.7 The Mortgagor shall not take any action under Section 94 of the Conveyancing Act in respect of the Charged Property, this Deed or any of the Secured Liabilities.
- 7.8 At any time after payment of the Secured Liabilities has been demanded and any part thereof remains unpaid, the Bank may, as agent of the Mortgagor, remove and sell any chattels on the Charged Property and the net proceeds of the sale thereof shall be paid to the Bank on demand and the Bank shall have the right to retain or set off such proceeds of sale against any indebtedness of the Mortgagor to the Bank.
- 7.9 Notwithstanding any provision of the Conveyancing Act to the contrary, the Bank reserves the right to consolidate mortgage securities without restriction.
- 7.10 The power of leasing conferred upon a mortgagor in possession by Section 112 of the Conveyancing Act and the power of accepting the surrender of leases conferred upon a mortgagor in possession by Section 114 of the Conveyancing Act and any

other powers of leasing, surrendering or accepting surrenders of leases vested in the Mortgagor shall not be exercisable without the prior consent in writing of the Bank nor shall the Mortgagor, without the prior consent in writing of the Bank, confer on any person any contractual licence to occupy or any other right or interest in any freehold or leasehold or other immovable property hereby charged or grant any licence or consent to assign, undertake or part with possession or occupation thereof.

- 7.11 In accordance with Section 112(3)(c) of the Conveyancing Act the Mortgagor hereby consents to the Bank, while in possession, or any receiver, leasing all or any part of the Charged Property including any part of the Charged Property consisting of land.
- 7.12 On or at any time after the date hereof or if requested by the Mortgagor the Bank may, without notice to the Mortgagor, in writing under its common seal or under the hand of any officer, manager or other nominated person of the Bank appoint any person to be a receiver of all or any part of the Charged Property and all or any part of the rents or profits thereof and may, except as otherwise required by statute, remove any such receiver and appoint another in his place, or appoint another person to act jointly with such receiver.
- 7.13 Such an appointment over part only of the Charged Property or part only of the rents or profits thereof shall not preclude the Bank from making any subsequent appointment of the same or another receiver over any part of the Charged Property or any part of the rents and profits thereof over which an appointment has not been previously made.
- 7.14 Where more than one receiver is appointed they shall have power to act severally unless the Bank shall in the appointment specify to the contrary.
- 7.15 A receiver shall be deemed at all times and for all purposes to be the agent of the Mortgagor in respect of which he is appointed and the Mortgagor shall be solely responsible for his acts or defaults and for the payment of his remuneration and the receiver shall at no time act as agent for the Bank.
- 7.16 Neither the Bank nor any receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Property or the rents and profits thereof or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with all or any part of the Charged Property to which a mortgagee in possession might as such be liable.
- 7.17 A receiver shall have all the powers conferred from time to time on receivers by statute and in the case of the powers conferred by the Conveyancing Act without the restrictions contained in the Conveyancing Act and, in addition, power on behalf and at the cost of the Mortgagor (notwithstanding liquidation or bankruptcy of the Mortgagor) to do or omit to do anything which the Mortgagor could do or omit to do in relation to the Charged Property or any part thereof and in particular (but without limitation) a receiver shall have the power to do all or any of the following:
- (a) enter upon, take possession of, collect and get in all or any of the Charged Property and bring, defend or discontinue any proceedings (including, without limitation, proceedings for the winding up or bankruptcy of the Mortgagor and further including, without limitation, proceedings to enforce any contracts entered into by the Mortgagor in relation to all or any part of the Charged Property) or submit to arbitration in the name of the Mortgagor or otherwise as may seem expedient to him;

- (b) carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Mortgagor or any part thereof or concur in so doing, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage;
- (c) raise or borrow any money (including money for the completion with or without modification of any building in the course of construction and any development or project in which the Mortgagor was engaged) from or incur any other liability to the Bank or others on such terms with or without security as he may think fit and so that any such security may be or include a charge on the whole or any part of the Charged Property ranking in priority to the security constituted by this Deed or otherwise;
- (d) sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Charged Property or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit (including, without limitation, conditions excluding or restricting the personal liability of the receiver or the Bank) with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with such Charged Property in the name and on behalf of the Mortgagor or otherwise and so that the covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Mortgagor if he shall consider it necessary or expedient so to do; any such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment of all amounts, liabilities and obligations secured hereby; plant, machinery and fixtures may be severed and sold separately from the premises containing them and the receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Mortgagor;
- (e) promote, procure the formation or otherwise acquire the share capital of any body corporate with a view to such body corporate purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Property or otherwise, arrange for companies to trade or cease to trade and to purchase, lease, licence or otherwise acquire all or any of the Charged Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
- (f) make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient;
- (g) make and effect such repairs, renewals and improvements to the Charged Property or any part thereof as he may think fit and maintain, renew, take out or increase insurances including, without limitation, indemnity insurance;
- (h) appoint managers, agents, officers, and employees for any of such purposes or to guard or protect the Charged Property at such salaries and commissions and for such periods and on such terms as he may determine and dismiss the same;
- (i) make or require the directors of the Mortgagor to make calls, conditionally or unconditionally, on the members of the Mortgagor in respect of uncalled

capital and enforce payment of any call so made by action (in the name of the Mortgagor or the receiver as may be thought fit) or otherwise;

- (j) without any consent by or notice to the Mortgagor, exercise on behalf of the Mortgagor all the powers and provisions conferred on a landlord or a tenant by any legislation from time to time in force relating to rents or otherwise in respect of any part of the Charged Property but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- (k) without any consent or notice by or to the Mortgagor, exercise for and on behalf of the Mortgagor and in the name of the Mortgagor all powers and rights of the Mortgagor relevant to and necessary to effect the registration in the Property Registration Authority of the appointment of a receiver hereunder;
- (l) settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the business of the Mortgagor or the Charged Property or any part thereof or in any way relating to the security constituted by this Deed, bring, take, defend, compromise, submit to and discontinue any actions, suits, arbitrations or proceedings whatsoever whether civil or criminal in relation to the matters aforesaid (including, without limitation, proceedings for the winding up, bankruptcy or insolvency of the Mortgagor), enter into, complete, disclaim, abandon or disregard, determine or rectify all or any of the outstanding contracts or arrangements of the Mortgagor in any way relating to or affecting the Charged Property or any part thereof and allow time for payment of any debts either with or without security as he shall think expedient;
- (m) redeem any prior encumbrance and settle and agree the accounts of the encumbrancer; any accounts so settled and agreed shall (subject to any manifest error) be conclusive and binding on the Mortgagor and the money so paid shall be deemed an expense properly incurred by the receiver;
- (n) generally, at his option, use the name of the Mortgagor in the exercise of all or any of the powers hereby conferred;
- (o) transfer all or any part of the Charged Property to any other company or body corporate, whether or not formed or acquired for the purpose;
- (p) exercise, or permit the Mortgagor or any nominees of the Mortgagor to exercise, any powers or rights incidental to the ownership of the Charged Property or any part thereof in such manner as he may think fit;
- (q) sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the Bank's security and use the name of the Mortgagor for all the above purposes.

7.18 The restrictions contained in Section 108(7) of the Conveyancing Act shall not apply to the commission or remuneration of a receiver appointed pursuant hereto. A receiver shall be entitled to remuneration at a rate to be fixed by agreement between him and the Bank (or, failing such agreement, to be fixed by the Bank).

7.19 Section 99(1) of the Conveyancing Act shall not apply hereto and any obligations imposed on mortgagees in possession or receivers by virtue of the application of

Section 99(1) of the Conveyancing Act shall not apply to the Bank or to any receiver.

7.20 The Mortgagor hereby consents to:

- (a) the Bank or any receiver taking possession of and holding all or any part of the Charged Property; and
- (b) the Bank or any receiver entering into possession of the receipt of all or any part of the rents and profits of the Charged Property.

7.21 If the Bank or any receiver appointed by the Bank or any such delegate (or sub-delegate) as aforesaid shall enter into possession of the Charged Property or any part thereof, the Bank may, from time to time at pleasure, go out of such possession.

7.22 The Bank shall not, in any circumstances either by reason of any entry by it into, or taking by it of possession of, the Charged Property or any part thereof or for any other reason whatsoever and whether as mortgagee in possession or on any other basis whatsoever, be liable to account to the Mortgagor for anything except the Bank's own actual receipts or be liable to the Mortgagor for any loss or damage arising from any realisation by the Bank of the Charged Property or any part thereof or from any act, default or omission of the Bank in relation to the Charged Property or any part thereof or from any exercise or non-exercise by the Bank of any power, authority or discretion conferred upon it in relation to the Charged Property or any part thereof by or pursuant to this Deed or by the Act unless such loss or damage shall be caused by the Bank's own fraud or gross negligence.

7.23 All the provisions of Clause 7.22 shall apply in respect of the liability of any receiver of the Charged Property or any part thereof and in respect of the liability of any such delegate (or sub-delegate) as aforesaid in all respects as though every reference in Clause 7.22 to the Bank were instead a reference to such receiver or (as the case may be) to such delegate (or sub-delegate).

7.24 The Mortgagor shall indemnify the Bank and every receiver against all actions, claims, demands, losses, expenses or liabilities of whatever nature now or hereafter incurred by them or by any officer, agent or employee for whose liability act or omission they or any of them may be answerable for anything done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by the Mortgagor of any of its covenants or other obligations to the Bank unless such loss or damage shall be caused by the Bank's or the receiver's own fraud or wilful neglect or gross negligence.

7.25 The Bank may, at any time and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any officer of the Bank) to any person or persons or company or fluctuating body of persons all or any of the powers, authorities and discretions which are, for the time being, exercisable by the Bank under this Deed or under the Conveyancing Act in relation to the Charged Property or any part thereof, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as the Bank may think fit, and the Bank shall not be in any way liable or responsible to the Mortgagor for any loss or damage arising from any act, default, omission, or misconduct on the part of any such delegate (or sub-delegate).

8. APPLICATION OF MONIES

8.1 All money arising from the exercise of the powers of enforcement of this Deed shall be applied, after the discharge of all sums, obligations and liabilities having priority thereto, in the following manner and order:

- (a) in or towards payment of all costs, charges and expenses of and incidental to the appointment of any receiver hereunder and his remuneration;
- (b) in payment and discharge of any liabilities incurred or payable by the receiver whether on his own account or on behalf of the Mortgagor in the exercise of any of the powers of the receiver including the costs of realisation of the Charged Property or any part thereof in respect of which he was appointed;
- (c) in payment and discharge of any liabilities incurred or payable by the Bank whether on its own account or on behalf of the Mortgagor in the exercise of any of the powers of the Bank including the costs of all applications to court in relation to the Charged Property, the appointment of the receiver, the realisation of the Charged Property or any part thereof;
- (d) in or towards payment or discharge of the Secured Liabilities in such order as the Bank in its absolute discretion may from time to time determine (save that the Bank may credit the same to a suspense account for so long and in such manner as the Bank may from time to time determine and the receiver may retain the same for such period as he and the Bank consider expedient); and
- (e) in payment of any surplus to the Mortgagor or other persons entitled thereto.

8.2 All monies from time to time received by the Bank from the Mortgagor or any person or persons or company liable to pay the same or from any receiver or otherwise on the realisation or enforcement of the security constituted by this Deed may be applied by the Bank either as a whole or in such proportions as the Bank shall think fit to any account or item of account or any transaction to which the same may be applicable.

8.3 The provisions of Clause 8.1 shall take effect as and by way of variation to the provisions of Sections 107 and 109 of the Conveyancing Act which provisions as so varied and extended shall be deemed incorporated herein and as regards Section 109 of the Conveyancing Act as if they related to a receiver of the Charged Property and not merely a receiver of the income thereof.

9. PROTECTION OF PURCHASERS

9.1 No purchaser, mortgagor, mortgagee or other person or company dealing with a receiver or the Bank shall be concerned to enquire whether any power exercised or purported to be exercised by him or it has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by or other dealing with such receiver or the Bank but any such sale or dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly and all the protection to purchasers contained in Sections 104, 105 and 106 of the Conveyancing Act shall apply to any person purchasing from or dealing with a receiver or the Bank.

- 9.2 The receipt of the Bank or any receiver shall be an absolute and conclusive discharge to a purchaser and shall relieve him of any obligation to see to the application of any moneys paid to or by the direction of the Bank or any receiver.
- 9.3 In Clause 9.1 and 9.2 "**purchaser**" includes any person acquiring for money or money's worth, any lease of, or encumbrance over, or any other interest or right whatsoever in relation to, the Charged Property.

10. POWER OF ATTORNEY

The Mortgagor hereby by way of security for the performance of its obligations under this Deed irrevocably appoints the Bank, each and every person to whom the Bank from time to time shall have delegated the exercise of the power of attorney conferred by this Clause 10 and any receiver and each of them jointly and also severally to be the attorney of the Mortgagor (with full powers of substitution and delegation) and in its name or otherwise and on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which the Mortgagor may or ought to do under the covenants and provisions contained in this Deed and to claim, assess, agree, recover and receive any such compensation and to exercise any such right, or give any such notice or counter-notice concerning the Charged Property as by or under any statute the Mortgagor may be entitled to exercise or give against or to any local or other competent or appropriate authority, and generally in its name and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by any statute or common law on the Bank or any receiver or which may be required or which the Bank or any receiver shall deem fit for carrying any sale, lease, charge, mortgage or dealing by the Bank or by any receiver into effect or for giving to the Bank or any receiver the full benefit of these presents and generally to use the name of the Mortgagor in the exercise of all or any of the powers, authorities or discretions conferred on the Bank or any receiver and the Mortgagor hereby ratifies and confirms and agrees to ratify and confirm whatsoever any such attorney shall do or purport to do by virtue of this Clause 10 and all money expended by any such attorney shall be deemed to be expenses incurred by the Bank hereunder.

11. ADDITIONAL SECURITY

The security constituted by this Deed shall be in addition to and shall not be in any way prejudiced or affected by any collateral or other security now or hereafter held by the Bank for all or any part of the Secured Liabilities nor shall such collateral or other security or any lien to which the Bank may be otherwise entitled (including any security charge or lien prior to the date of this Deed on the Charged Property) or the liability of any person or persons not parties hereto for all or any part of the Secured Liabilities be in any way prejudiced or affected by the security constituted by this Deed and also that the Bank shall have full power at its discretion to give time for payment to or make any other arrangement with any such other person or persons without prejudice to the liability of the Mortgagor hereunder and that all monies received by the Bank from the Mortgagor or any person or persons liable to pay the same may be applied by the Bank to any account or item of account or any transaction to which the same may be applicable.

12. **NEGATIVE PLEDGE**

The Mortgagor covenants that the Mortgagor shall not except with the prior written consent of the Bank create a second or subsequent mortgage or charge of all or any part of the Charged Property or convey, transfer, assign or otherwise dispose of all or any part of the Charged Property or agree to do any of the foregoing.

13. **DOCUMENTS OF TITLE**

13.1 The Bank hereby undertakes with the Mortgagor for the safe custody of such of the documents of title relating to the Charged Property of which it retains possession or control.

13.2 The Mortgagor agrees that in the event of the loss or destruction of, or injury to, the documents of title relating to the Charged Property, the Bank shall have no liability to the Mortgagor:

(a) if the loss, destruction or injury occurred:

(i) prior to actual receipt of the documents of title in question by the Bank from the Mortgagor or the Mortgagor's solicitor; or

(ii) after the documents of title in question have been given by the Bank to some other person at the written request of the Mortgagor and before the documents have been received back by the Bank,

or;

(b) for any damages suffered by the Mortgagor as a result of the loss or destruction of, or injury to, the documents of title in question where such damages:

(i) do not directly and naturally result from such loss, destruction or injury; or

(ii) relate to loss of profit or expected profit from the Mortgagor's business or from the development of the Charged Property.

13.3 This Clause 13 shall be regarded as an undertaking for safe custody of documents of title given under Section 84 of the Conveyancing Act.

14. **GENERAL**

14.1 During the continuance of any such charge no person other than the Mortgagor shall be registered as owner of such part of the Charged Property or any part thereof without the consent in writing of the Bank.

14.2 In the construction of these presents words importing the masculine gender include the feminine gender and the neuter gender, words importing the singular number include also the plural number and vice versa and where there are two or more persons included in the expression "**the Mortgagor**" all covenants herein contained or implied on the part of the Mortgagor shall be deemed to be joint and several covenants.

14.3 If the Bank shall at any time receive or be deemed to have received notice of any subsequent mortgage or charge affecting the Charged Property or any part thereof or any assignment or transfer thereof which is prohibited by the terms of this Deed:

- (a) the Bank may open a new account or accounts for the Mortgagor in its books; and
 - (b) if the Bank does not in fact open such new account, then unless it gives express written notice to the Mortgagor to the contrary, the Bank shall be treated as if it had in fact opened such account or accounts at the time when it received or was deemed to have received such notice, and as from such time and when such express written notice shall be given to the Mortgagor, all payments by or on behalf of the Mortgagor to the Bank shall be credited or treated as having been credited to such new account or accounts and not as having been applied in reduction of the amounts, obligations and liabilities secured hereby at such time.
- 14.4 If any sum due from the Mortgagor under this Deed or any order or judgment given or made in relation hereto has to be converted from the currency (the "**first currency**") in which the same is payable hereunder or under such order or judgment into another currency (the "**second currency**") for the purpose of (a) making or filing a claim or proof against the Mortgagor, or (b) obtaining an order or judgment in any court or other tribunal, or (c) enforcing any such order or judgment, or (d) applying the same in satisfaction of any of the amounts, obligations and liabilities secured by this Deed, the Mortgagor agrees to indemnify and hold harmless the Bank from and against any loss suffered as a result of any discrepancy between (i) the rate of exchange used for such purpose to convert the sum in question from the first currency into the second currency, and (ii) the rate or rates of exchange at which the Bank is able to purchase the first currency with the second currency upon receipt of a sum paid to it in satisfaction, in whole or in part, of any such order, judgment, claim or proof or for application in satisfaction of the amounts, obligations and liabilities secured by this Deed. The rate or rates of exchange referred to in this clause shall be determined by the Bank in accordance with applicable market practice and the Bank's certificate as to the amount of any such rate shall be conclusive, save in the case of manifest error.
- 14.5 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable, the legality, validity and enforceability of the remaining provisions of this Deed shall not in any way be affected or impaired thereby.
- 14.6 All payments to be made by the Mortgagor shall be made free and clear of and without deduction for or on account of any set-off, counter-claim or any present or future taxes, levies, imposts, duties, fees, deductions or withholdings of any nature whatsoever. If any deduction or withholding is required to be made from any such payment the Mortgagor shall pay to the Bank such additional amount as will result in receipt by the Bank of the full amount which would have been received if such deduction or withholding had not been made.
- 14.7 A demand or notice hereunder shall be in writing signed by an officer of the Bank and may be served on the Mortgagor (without in any way preventing the Bank from serving the same in any other manner) by delivering the same to the registered office of the Mortgagor for the time being or by post addressed to the Mortgagor at the registered office of the Mortgagor for the time being and a demand or notice so addressed and posted shall be deemed to have been made or given at noon on the day after the day following the day of posting and shall be effective notwithstanding that it shall be returned undelivered.
- 14.8 A certificate signed by an officer of the Bank as to the amount at any time of the Secured Liabilities or as to the applicable rate of interest shall, as against the Mortgagor, be conclusive evidence as to the amount thereof. Further, any liberty

or power that may be exercised, or any determination that may be made, under this Deed by the Bank or by any receiver may be exercised or made in its/his absolute and unfettered discretion, without any obligation to give reasons therefor, to the extent permitted by law.

- 14.9 The rights, powers and remedies provided in this Deed are cumulative and are not, not are they to be construed as, exclusive of any rights, powers or remedies provided by law or otherwise.
- 14.10 No failure or delay by the Bank in exercising any right or remedy shall operate as a waiver thereof nor shall any single or partial exercise or waiver of any right or remedy preclude its further exercise or the exercise of any other right or remedy.
- 14.11 Any provision of this Deed may be amended, supplemented or novated only if the Mortgagor and the Bank agree in writing. Any waiver of, and any consent or approval by the Bank under any provision of this Deed shall not be effective unless it is in writing and may be given subject to any conditions thought fit by the Bank and may be withdrawn or modified at any time and shall be effective only in the instance and for the purpose for which it was given.
- 14.12 The Bank may at its discretion grant time or indulgence or make any other arrangement, variation or release with any person or persons not party hereto (whether or not such person or persons are jointly liable with the Mortgagor) in respect of the Secured Liabilities or any other encumbrance or other security therefor or guarantee and indemnity in respect thereof, without prejudice either to the security constituted by this Deed or to any of the powers, rights or remedies of the Bank or to the liability of the Mortgagor for the Secured Liabilities.
- 14.13 The Bank shall be under no liability for loss of any kind which may be occasioned by the exercise or purported exercise of, or any delay or neglect to exercise, any of its rights under or pursuant to this Deed.
- 14.14 The Bank shall be at liberty, but not bound, to resort for its own benefit to any other means of obtaining payment or discharge of the Secured Liabilities at any time and in any manner or order the Bank thinks fit without affecting the security constituted by this Deed. The Bank may exercise and enforce its rights under this Deed before resorting to any other means of obtaining payment or discharge of the Secured Liabilities or after resorting to such means and in the latter case without entitling the Mortgagor to any benefit from such other means so long as any of the Secured Liabilities whether actual or contingent remain unpaid or undischarged.
- 14.15 Without prejudice to any right of set-off or any similar right to which the Bank may be entitled at law or in equity and, without prejudice to anything else herein contained, the Bank may at any time without notice to or further authorisation from the Mortgagor combine and consolidate all or any accounts of the Mortgagor with the Bank anywhere and/or set-off any moneys whatsoever and whether on current, deposit or any other account and in whatever currency or currencies against any moneys or liabilities whatsoever in whatever currency which may be due, owing or incurred by the Mortgagor to the Bank whether actually or contingently and whether or not any period of any deposit or by reference to which interest therein is calculated has expired and any conversion from one currency to another for the purpose of any of the foregoing shall be made at the Bank's then prevailing spot selling rate at its office by which such conversion is made. The Mortgagor irrevocably authorises the Bank in the Mortgagor's name and at the Mortgagor's expense to perform such acts and sign such documents as may be required to give effect to any set-off or transfer pursuant to this clause, including the purchase with

the monies standing to the credit of any such account of such other currencies as may be necessary to effect such set-off or transfer.

- 14.16 This Deed shall be governed by and construed in accordance with the laws of Ireland and the Mortgagor irrevocably agrees for the exclusive benefit of the Bank that the courts of Ireland are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and that accordingly any suit, action or proceeding arising out of or in connection with this Deed (in this clause referred to as "**Proceedings**") may be brought in such courts. Nothing in this clause shall limit the right of the Bank to take Proceedings against the Mortgagor in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction, whether concurrently or not.

15. RESTRICTION ON LIABILITY CLAUSE

Any terms, conditions, undertakings, covenants or warranties made by Callender Street Trustees Limited within this Deed of Mortgage and Charge are made by Callender Street Trustees Limited as trustee only and so far as it is within its office as trustee of the Beechvalley 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 the income therefrom) under the control of Callender Street Trustees Limited and provided always it is hereby 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 herein contained (and shall only be liable so far as it is within its office as trustee of the Beechvalley 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 the income therefrom under the control of Callender Street Trustees Limited) and no term, condition, undertaking, covenant or warranty shall be implied in this Deed of Mortgage and Charge so as to render Callender Street Trustees Limited personally liable for any such term, condition, undertaking, covenant or warranty as aforesaid and it is hereby 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 herein which occurs after Callender Street Trustees Limited shall have ceased to be trustee of the Beechvalley Property Unit.

IN WITNESS WHEREOF this Deed has been entered into by the parties hereto as a deed on the day and year first herein written.

SCHEDULE

ALL THAT AND THOSE the property described in Property Registration Authority Folio 14115F of the Register of Ownership of Freehold Land, County Dublin, commonly known as Unit 22, Elm Road, Western Industrial Estate, Naas Road, Dublin 12.

(where the Mortgagor is an individual)¹

SIGNED AND DELIVERED AS A DEED

By _____

in the presence of:

Name of Witness:

Address of Witness:

Occupation of Witness:

(where there is a second individual Mortgagor)²

SIGNED AND DELIVERED AS A DEED

By _____

in the presence of:

Name of Witness:

Address of Witness:

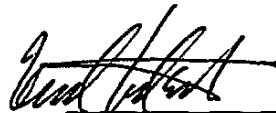
Occupation of Witness:

PRESENT when the **COMMON SEAL**
of the **MORTGAGOR**
was affixed hereto:

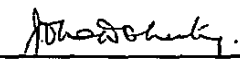
Witness: John Donnell

Address: 1 CANYON QUAY, BELFAST

Occupation: Solicitor



Director


Director/Secretary



¹ This signature **must** be witnessed.

² This signature **must** be witnessed.

BANK

Signed and Delivered

By us as Attorneys for the Bank

Pursuant to Power of Attorney

In the presence of

Bank Official

Attorney for the Bank

Attorney for the Bank

**INDEPENDENT LEGAL ADVICE SHOULD BE TAKEN BEFORE SIGNING THIS DEED
OF CONFIRMATION**

THIS DEED OF CONFIRMATION is made on the _____ day of _____ 20__

BY

(1) _____ of _____ (the
"Beneficiary");

IN FAVOUR OF:

(2) **NORTHERN BANK LIMITED** having its registered office at Donegall Square,
Belfast, Northern Ireland, BT1 6JS (the "**Bank**").

WHEREAS

- (A) This Deed of Confirmation is supplemental to the within deed of mortgage and charge (the "**Deed of Mortgage**") dated _____ from _____ (the "**Mortgagor**") in favour of the Bank in respect of the Mortgaged Property (as that term is defined in the Deed of Mortgage).
- (B) It is apprehended that the Beneficiary may have some beneficial right, title, estate or interest in the Mortgaged Property.
- (C) The Beneficiary, at the request of the Mortgagor, has agreed to execute this Deed of Confirmation for the purpose of confirming the Deed of Mortgage and further charging the Mortgaged Property to the Bank as security for the Secured Liabilities (as defined in the Deed of Mortgage).

NOW THIS DEED OF CONFIRMATION made in pursuance of the said agreement between the Mortgagor and the Beneficiary and as continuing security for the Secured Liabilities **WITNESSES:**

- 16. The Beneficiary as to all (if any) of the Beneficiary's beneficial right, title, estate or interest hereby charges and confirms to the Bank the Mortgaged Property with the payment performance and discharge of the Secured Liabilities and assents to the registration of such charge as a burden on the Mortgaged Property.
- 17. In all other respects, the Beneficiary hereby ratifies and confirms the Deed of Mortgage.
- 18. The Beneficiary acknowledges that all of the Bank's rights, powers and remedies contained in the Deed Mortgage or implied by statute in the Deed Mortgage shall be exercisable by the Bank without notice to the Beneficiary and notwithstanding anything contained in this Deed of Confirmation the Beneficiary shall not be deemed to have any rights of a mortgagor in respect of the Mortgaged Property.
- 19. The Beneficiary confirms that when the Bank may release the Deed of Mortgage in favour of the Mortgagor or as the Mortgagor may direct the Bank shall not be obliged to execute a release in favour of the Beneficiary or the person for the time being entitled to such beneficial right, title, estate or interest as the Beneficiary may have in the Mortgaged Property.

20. The remaining provisions of the Deed of Mortgage shall apply to this Deed of Confirmation *mutatis mutandis* as if set out in full herein (save as amended hereby).
21. Any reference in this Deed of Confirmation to the "**Bank**" shall include and extend to its successors and assigns.

IN WITNESS WHEREOF this Deed of Confirmation has been entered into by the parties hereto as a deed on the day and year first herein written.

SIGNED AND DELIVERED AS A DEED⁴
by **THE BENEFICIARY**
in the presence of:

Name of Witness:
Address of Witness:
Occupation of Witness:

BANK

Signed and Delivered

By us as Attorneys for the Bank

Pursuant to Power of Attorney

In the presence of

Bank Official

Attorney for the Bank

Attorney for the Bank

⁴ This signature must be witnessed.

CONSENT TO DEED OF CONFIRMATION

THE FAMILY HOME PROTECTION ACT 1976 (AS AMENDED)

I, _____ of _____ state that:

I am the lawful spouse of the Beneficiary named in the Deed of Confirmation to a Deed of Mortgage and Charge (the "**Deed of Mortgage**") to which this Consent to Deed of Confirmation is appended (the "**Deed of Confirmation**").

Terms defined and/or used in the Deed of Confirmation and used in this Consent to Deed of Confirmation shall have the same meanings when used in this Consent to Deed of Confirmation, unless otherwise stated.

The Mortgaged Property listed in the Schedule to the Deed of Mortgage is my "**family home**" within the meaning of the Family Home Protection Act 1976 (as amended from time to time, the "**Act**").

I am aware that, pursuant to Section 3 of the Act, my Family Home cannot be mortgaged without my prior written consent.

I acknowledge and confirm that I have been advised of the provisions of the Act as they affect me in relation to my Family Home and that I am aware that it is intended that my Family Home is to be security for all of the Secured Liabilities (as defined in the Deed of Mortgage). I have read and understood the Deed of Confirmation, or the Deed of Confirmation has been explained to me and I understand it.

I understand that my home is at risk and that the Bank may repossess and sell my Family Home if payments in relation to Secured Liabilities.

I confirm that I have been advised to take independent legal advice before signing this Consent to Deed of Confirmation. If I have chosen not to take that advice, or not to follow that advice, my choice was voluntary.

I hereby, fully and freely, give my prior written consent for the purposes of Section 3 of the Act to the creation of the security constituted by the Deed of Confirmation which is intended to be executed after I execute this Consent to Deed of Confirmation.

Dated _____

SIGNED and DELIVERED

by _____
in the presence of:

Witness:

Address:

Occupation:

I hereby certify this to be a
true and complete copy of the
original.

Date 5/1/16
Davidson McDonnell
| DAVIDSON McDONNELL |
SOLICITORS