

MR01

Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST



Companies House



Go online to file this information
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A fee is be payable with this form
Please see 'How to pay' on the last page.

☒ **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
instrument. Use form MR08.

TUESDAY
WED



J6FB6ZQJ

JNI 19/09/2017 #70
COMPANIES HOUSE

J6EW7FXN

JNI 13/09/2017 #6
COMPANIES HOUSE

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.

1 Company details

Company number N I 0 6 9 0 9 7

Company name in full EAST BELFAST MISSION

0002 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 d 0 d 5 m 0 m 9 y 2 y 0 y 1 y 7

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 THE TRUSTEES OF THE METHODIST CHURCH IN IRELAND

Name

Name

Name

COMPANIES HOUSE

13 SEP 2017


BELFAST

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.

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Particulars of a charge

4	Brief description	
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". Please limit the description to the available space.
	All that the lands and property situate and known as third floor apartment in the townland of Ballymacarrett known as No. 305 Skainos Development, Newtownards Road, Belfast comprised in Folio DN201870L County Down	
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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input checked="" type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement ^①	
	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. <input type="checkbox"/>	① This statement may be filed after the registration of the charge (use form MR06).
9	Signature	
Signature	Please sign the form here <div style="border: 1px solid black; padding: 5px;"> Signature <div style="display: flex; justify-content: space-between;"> X  X </div> <p style="text-align: center;">Subscribed for charges</p> </div> This form must be signed by a person with an interest in the charge.	

MR01

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 **JULIE GALBRAITH**

Company name **DWF (NORTHERN IRELAND) LLP**

Address **42 QUEEN STREET**

Post town **BELFAST**

County/Region

Postcode **B T 1 6 H L**

Country **NORTHERN IRELAND**

DX **DX 439 NR BELFAST**

Telephone **02890 230230**

**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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI69097

Charge code: NI06 9097 0002

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 5th September 2017 and created by EAST BELFAST MISSION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th September 2017.

Given at Companies House, Belfast on 21st September 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED 5th September 2017

between

EAST BELFAST MISSION

and

THE TRUSTEES OF THE METHODIST CHURCH IN IRELAND

**PROPERTY: APARTMENT 305, SKAINOS CENTRE, NEWTOWNARDS ROAD,
BELFAST**

We hereby certify that this
is a true copy of the original

Date: 5th September 2017

Signed: A-Z
DWF (NI) LLP

DWF (Northern Ireland) LLP
Solicitors
42 Queen Street
Belfast
BT1 6HL

Land Registry of Northern Ireland

Folio DN 201870L County Down

Registered Owner: EAST BELFAST MISSION

THIS DEED is dated *5th September* 2017

PARTIES

- (1) **EAST BELFAST MISSION** a company incorporated and registered in Northern Ireland with company number NI069097 whose registered office is at 239 Newtownards Road, Belfast, BT4 1AF, (**Borrower**).
- (2) **THE TRUSTEES OF THE METHODIST CHURCH IN IRELAND** of 1 Fountainville Avenue, Belfast, (**Lender**).

BACKGROUND

- (A) The Lender has agreed, pursuant to the Facility Agreement, to provide the Borrower with loan facilities on a secured basis.
- (B) The Borrower is the owner of the Property.
- (C) This deed provides security which the Borrower has agreed to give the Lender for the loan facilities made or to be made available under the Facility Agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The definitions and rules of interpretation in this clause apply in this deed.

Business Day: a day (other than a Saturday or Sunday) on which commercial Lenders are open for general business in London and deposits are dealt with in the London Interbank Market.

Charged Property: all the assets, property and undertaking for the time being subject to any Security Interest created by this deed (and references to the Charged Property shall include references to any part of it).

Costs: all costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs which the Lender or any Receiver or Delegate may charge or incur.

Delegate: any person appointed by the Lender or any Receiver pursuant to clause 11.3(c) and any person appointed as attorney of the Lender, Receiver or Delegate.

Environment: the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

Environmental Law: all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes insofar as they relate to or apply to the Environment.

Environmental Licence: any authorisation, permit or licence necessary under Environmental Law in respect of any of the Charged Property.

1881 Act: the Conveyancing and Law of Property Act 1881

1911 Act: the Conveyancing and Law of Property Act 1911

Facility Agreement: the facility letter of even date from the Lender to the Borrower for the provision of loan facilities to be utilised for the purposes as set out therein.

Planning Orders: means the Planning Act (Northern Ireland) 2011.

Property: the freehold or leasehold property (whether registered or unregistered) owned by the Borrower described in the Schedule.

Receiver: a receiver and/or manager of any or all of the Charged Property.

Secured Liabilities: all present and future monies, obligations and liabilities owed by the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity, under or in connection with the Facility Agreement or this deed together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities.

Security Interest: any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

Security Period: the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

VAT: value added tax.

1.2 Interpretation

In this deed:

- (a) reference to a statute, statutory provision or subordinate legislation is a reference to it as it is in force for the time being, taking account of any amendment or re-enactment or extension and includes any former statute, statutory provision or subordinate legislation which it amends or re-enacts;
- (b) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (c) unless the context otherwise requires, words in the singular include the plural and in the plural include the singular;
- (d) a reference to a clause or Schedule is to a clause of, or Schedule to, this deed and references to paragraphs are to paragraphs of the relevant Schedule, unless the context otherwise requires;
- (e) a reference to **this deed** (or any provision of it) or any other document shall be construed as a reference to this deed, that provision or that document as it

is in force for the time being and as amended in accordance with its terms or with the agreement of the relevant parties;

- (f) a reference to a **person** shall include a reference to an individual, firm, company, partnership, corporation, unincorporated body of persons, or any state or any agency of any person;
- (g) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);
- (h) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (i) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (j) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (k) a reference to the **Borrower** or the **Lender** shall include its successors, permitted transferees and permitted assigns;
- (l) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it; and
- (m) clause, Schedule and paragraph headings shall not affect the interpretation of this deed.

1.3 **Clawback**

If the Lender considers that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

1.4 **Nature of security over real property**

A reference in this deed to a **charge or mortgage of or over the Property** includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery which are situated on or form part of the Property at any time;
- (b) the proceeds of sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Property.

1.5 **Third party rights**

A third party (being any person other than the Borrower, the Lender and its permitted successors and assigns, any Receiver and any Delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this deed.

1.6 Schedules

The Schedules form part of this deed and shall have effect as if set out in full in the body of this deed. Any reference to this deed includes the Schedules.

2. COVENANT TO PAY

The Borrower shall, on demand, pay to the Lender and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY

Legal mortgage and fixed charges

3.1 As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower as beneficial owner hereby:

- (a) demises and assigns unto the Lender so much of the Property as is unregistered land TO HOLD as to so much thereof as is freehold unto the Lender for the term of ten thousand years from the date hereof without impeachment of waste and as to so much thereof as is leasehold unto the Lender for the residue or residues of the term or respective terms of years for which the same is held less the last three days of such term or of each of such terms without impeachment of waste
- (b) as registered owner or the person entitled to become registered as owner charges in favour of the Lender as much of the Property as is 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 the Property; and
- (c) charges by way of floating security all moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Borrower now and from time to time placed on or used in or about the 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 under Clause 2 (without any necessity for such demand to refer specifically to such crystallisation); or
 - ii. the date of service of any notice given by the Lender to the Lender pursuant to Clause 3.2.

3.2 The Lender may by written notice convert the floating charge created by Clause 3.1 into a specific charge as regards any assets specified in the notice which the Lender

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.

- 3.3 If the Lender shall pay and discharge all the monies hereby secured (upon demand or without demand) the Lender will upon the request and at the cost of the Lender surrender the Property unto the Borrower or as the Borrower shall direct or discharge the same from any charge thereon.

4. LIABILITY OF THE BORROWER

4.1 Liability not discharged

The Borrower's liability under this deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

- (a) any security, guarantee, indemnity, remedy or other right held by, or available to, the Lender that is or becomes wholly or partially illegal, void or unenforceable on any ground;
- (b) the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or
- (c) any other act or omission, which but for this clause 4.1 might have discharged, or otherwise prejudiced or affected, the liability of the Borrower.

4.2 Immediate recourse

The Borrower waives any right it may have to require the Lender to enforce any security or other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this deed against the Borrower.

5. REPRESENTATIONS AND WARRANTIES

5.1 Times for making representations and warranties

The Borrower makes the representations and warranties set out in this clause 5 to the Lender on the date of this deed.

5.2 Ownership of Charged Property

The Borrower is the legal and beneficial owner of the Charged Property and has good and marketable title to the Property.

5.3 No Security Interests

The Charged Property is free from any Security Interest other than the Security Interests created by this deed.

5.4 No adverse claims

The Borrower has not received, or acknowledged notice of, any adverse claim by any person in respect of the Charged Property or any interest in it.

5.5 No adverse covenants

There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially and adversely affect the Charged Property.

5.6 No breach of laws

There is no breach of any law or regulation, which materially and adversely affects the Charged Property.

5.7 No interference in enjoyment

No facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use.

5.8 No overriding interests

Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property.

5.9 Environmental compliance

The Borrower has, at all times, complied in all respects with all applicable Environmental Law and Environmental Licences.

5.10 Avoidance of security

No Security Interest expressed to be created under this deed is liable to be avoided, or otherwise set aside, on the liquidation or administration of the Borrower or otherwise.

5.11 Enforceable security

This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Charged Property in accordance with its terms.

6. COVENANTS

The Borrower covenants with the Lender as follows:

- (a) not to create or permit to subsist any mortgage, charge or other encumbrance in favour of any other party or affecting the Property or any part or parts thereof without the prior written consent of the Lender;

- (b) to observe and perform all obligations and/or restrictions of whatever kind affecting the Property or any part or parts thereof or borrowings by or securities issued by the Lender and hereby warrants and represents that the Lender is not and will not as a result of the creation of this Mortgage/Charge or the borrowing of any monies intended to be hereby secured be in breach of any such obligations or restrictions;
- iii.
 - (i) not to commence, undertake or carry out (nor to allow to be commenced undertaken or carried out) any development within the meaning of the Planning Orders on the Property or any part thereof without the relevant or necessary planning permission prescribed in the Planning Orders having been first obtained;
 - (ii) not to apply for planning permission under the Planning Orders in respect of any development of the Property or any part thereof without the written consent of the Lender;
 - (iii) in the event of such planning permission being obtained to carry out any development strictly in accordance with the terms and conditions subject to which permission is granted;
 - (iv) within fourteen days of receipt to give the Lender full particulars of any requirement, order, notice or direction of any competent authority pursuant to the Planning Orders and to take such steps (including by way of appeal) as the Lender may direct in order to obtain the variation or rescission of such requirement, notice, order or direction; and
 - (v) that any costs properly and reasonably incurred or monies properly and reasonably expended by the Lender (including surveyors' fees) in connection with the matters referred to in this Clause 5(2) may be debited to the Borrower's account with the Lender and shall be deemed to be an expense properly incurred in relation to this Mortgage/Charge and carry interest and be secured hereby.
- iv. if the Property or any part of it is (or becomes) registered land) to apply to the Land Registrar to enter a restriction on the relevant Land Registry Folio(s) in the following terms: 'Except under an order of the Registrar no disposition or dealing by the Registered Owner of the land is to be registered or noted without the consent of the Registered Owner for the time being of the charge or mortgage hereby created;
- v. to keep the Property in a good state of repair and condition and not to demolish, pull down or remove any building or erection from time to time on, or any trade or other fixtures annexed to, the Property without the prior consent in writing of the Lender;
- vi. to keep the Property insured in such office and for such amounts as the Lender may from time to time approve and against such risks as the Lender shall from time to time require including (but without prejudice to the generality of the foregoing) loss or damage by fire, explosion, earthquake, riot and civil commotion, malicious damage, storm and tempest (including lightning), aircraft and articles dropped therefrom, bursting and overflowing of water tanks, apparatus and pipes and plate glass and impact by motor vehicles (in so far as such insurance is available in Northern Ireland) and, in addition, the costs of demolition, removal of debris, site clearance, architects' and surveyors' fees at the scales current from time to time and any consequential loss directly or indirectly resulting from such loss or damage including loss of profits and at least two years' loss of rent (if any

such is payable to the Lender in respect of the Property) including reviewed rent;

- vii. to arrange for a note of the interests of the Lender as mortgagee in the policy or policies of such insurance to be endorsed thereon and on demand to deliver or produce for inspection (as the Lender may direct) all relevant policies and contracts of insurance;
- viii. duly and punctually to pay all premiums and other moneys due and payable under all insurance policies affecting the Property and promptly upon request by the Lender deliver to the Lender the last premium renewal receipts provided that if the Borrower fails to keep the Property in a good state of repair and condition or to insure the same the Lender may do so at the expense of the Borrower without thereby becoming mortgagee in possession which expense shall carry interest and be secured hereby;
- ix. to apply all monies which may be received by virtue of any such policy or policies at the option of the Lender either in making good the loss or damage in respect of which the same may been received or towards the discharge or reduction of the Secured Obligations;
- x. not to sell, transfer, assign, lease, share or part possession with, declare a trust of, grant any right or rights over or otherwise dispose of the Property without the prior consent of the Lender;
- xi. not to vary, alter, amend the terms of any lease, licence or any other deed or document of whatever sort which affects the Property (whether superior or inferior to the interest of the Lender) without the prior consent of the Lender;
- xii. not to grant or give any licence or consent to assign transfer sublet or otherwise dispose of any lease of the Property or any part thereof without the written consent of the Lender;
- xiii. that the Borrower shall not without the prior consent in writing of the Lender apply for or obtain from any local or other authority any improvement or other grant such as would entitle such authority to register a statutory charge or other encumbrance against the Property;
- xiv. to do everything necessary to obtain or maintain any licences or other permissions of whatsoever nature which are necessary from time to time in order to carry on any business from time to time carried on by the Borrower on the Property;
- xv. to observe and perform all statutes, statutory instruments, regulations, directives, orders, notices, codes of practice and other instruments applying to the Borrower in respect of the Property which are in force from time to time and not to do nor allow to subsist on or about the Property anything which might result in proceedings being brought by any local or public authority or body;
- xvi. to give (immediately after receiving or becoming aware of the same) full particulars of any notice, direction, order or proposal made, given or issued by any local or public authority which is served on or given to the Borrower or of which the Borrower becomes otherwise aware and (if the Lender requires) contest or appeal any such notice, direction, order or proposal or take all

necessary steps without delay to comply with or make objections or representations as to the same;

- xvii. to pay and indemnify the Lender (and any Receiver) against all existing and future rents, taxes, rates, duties, fees, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed, statute or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which may now or in the future be properly payable in respect of the Property or by its owner or occupier;
- xviii. to use best endeavours to procure that any landlord, grantor or licensor of the Property shall observe and perform the covenants on its part in respect of the Property;
- xix. to use best endeavours to procure that any tenant, grantee or licensee of the Property shall observe and perform the covenants on its part in respect of the Property;
- xx. not to change the use or uses to which the Property is now put nor to apply for any consent or authorisation which is required in connection with such change of use without the Lender's prior consent; and
- xxi. in the event of the Property sustaining damage compensatable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 to make application for compensation within the statutory time limit and to apply all compensation which may be received at the option of the Lender either in making good the loss or damage in respect of which the same may have been received or towards the discharge or reduction of the Secured Obligations.

7. ENVIRONMENTAL

7.1 Additional Covenants

The Borrower further covenants with the Lender and it is hereby agreed and declared that the Borrower shall:

- (a) obtain all requisite Environmental Licences applicable to the Property and comply with the terms and conditions of the same;
- (b) comply with all Environmental Laws applicable to the Property and not permit a contravention of the same;
- (c) notify the Lender of the receipt of and content of all claims, notices or other communication in respect of any alleged breach of any Environmental Law or the terms and conditions of any Environmental Licence which may, if substantiated, have a material adverse effect on the market value of the Property and shall forthwith take such steps as the Lender may direct to remedy and/or cease the continuation of any such alleged breach;
- (d) promptly pay all fees and other charges in respect of any Environmental Licence applicable to the Property;
- (e) forthwith notify the Lender of the receipt of and the contents of any notices or other communication varying or suspending any Environmental Licence relating to the Property and forthwith take

- such steps as the Lender may direct to re-instate in full force and effect any Environmental Licence so varied or suspended;
- (f) permit the Lender or its agents at any time to enter upon the Property for the purpose of establishing whether or not the Borrower is complying fully with its obligations under this sub-clause 7.1;
 - (g) forthwith supply the Lender with copies of any environmental reports, audits or studies undertaken in relation to the Property.

7.2 Indemnity

The Borrower hereby agrees to indemnify the Lender and as a separate covenant any Receiver against all costs, claims, demands, expenses, charges, assessments, impositions, fines and sums (whether imposed by deed or statute or otherwise or whether of the nature of capital or revenue and even though of a wholly novel character) and the consequences of any proceedings or prosecutions brought against or suffered or incurred by the Lender and or any Receiver arising directly or indirectly from or in connection with any breach by the Borrower of any Environmental Law. If any such sums shall be paid by the Lender or any Receiver, the same shall be paid by the Borrower on demand with interest from the time or respective times of the same having been paid or incurred by the Lender or the Receiver as the case may be but the Lender shall not be deemed to have taken possession of the Property by reason of such payment.

8. NON MERGER ETC

8.1 Additional Security

This security is in addition to and not in substitution for or to merge with any other security or lien which the Lender may now or at any time hold for all or any of the Secured Obligations.

8.2 Powers of Leasing

The powers of leasing or accepting surrenders of leases conferred on the Borrower by Section 18 of the 1881 Act and Section 3 of the 1911 Act shall not be exercisable by the Borrower nor shall the Borrower part with possession of or confer any licence to occupy all or any part of the Property without the written consent of the Lender.

9. POWERS OF THE LENDER

9.1 Power to remedy

- (a) The Lender shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.
- (b) The Borrower irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.
- (c) Any monies expended by the Lender in remedying a breach by the Borrower of its obligations contained in this deed, shall be reimbursed by

the Borrower to the Lender on a full indemnity basis and shall carry interest in accordance with the Facility Agreement.

- (d) In remedying any breach in accordance with this clause 9.1, the Lender, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Lender may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

9.2 Exercise of rights

The rights of the Lender under clause 9.1 are without prejudice to any other rights of the Lender under this deed. The exercise of any rights of the Lender under this deed shall not make the Lender liable to account as a mortgagee in possession.

9.3 Lender has Receiver's powers

To the extent permitted by law, any right, power or discretion conferred by this deed on a Receiver may, after the security constituted by this deed has become enforceable, be exercised by the Lender in relation to any of the Charged Property whether or not it has taken possession of any Charged Property and without first appointing a Receiver or notwithstanding the appointment of a Receiver.

9.4 Conversion of currency

For the purpose of, or pending, the discharge of any of the Secured Liabilities, the Lender may convert any monies received, recovered or realised by it under this deed (including the proceeds of any previous conversion under this clause 9.4) from their existing currencies of denomination into such other currencies of denomination as the Lender may think fit.

9.5 New accounts

- (a) If the Lender receives, or is deemed to have received, notice of any subsequent Security Interest or other interest, affecting all or part of the Charged Property, the Lender may open a new account for the Borrower in the Lender's books. Without prejudice to the Lender's right to combine accounts, no money paid to the credit of the Borrower in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Liabilities.
- (b) If the Lender does not open a new account immediately on receipt of the notice, or deemed notice, referred to in clause 9.5, then, unless the Lender gives express written notice to the contrary to the Borrower, all payments made by the Borrower to the Lender shall be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities, as from the time of receipt or deemed receipt of the relevant notice by the Lender.

9.6 Lender's set-off rights

If the Lender has more than one account for the Borrower in its books, the Lender may at any time after:

- (a) the security constituted by this deed has become enforceable; or

- (b) the Lender has received, or is deemed to have received, notice of any subsequent Security Interest or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit (but the Lender shall notify the Borrower of the transfer once made).

9.7 Indulgence

The Lender may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not being a party to this deed (whether or not such person is jointly liable with the Borrower) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this deed or to the liability of the Borrower for the Secured Liabilities.

10. ENFORCEMENT AND APPOINTMENT OF RECEIVER

- 10.1 (a) Sections 17 and 20 of the 1881 Act shall not apply to this security. This security shall become immediately enforceable and the power of sale and other powers conferred by Section 19 of the 1881 Act, as varied or extended by this security, shall be immediately exercisable, and the Lender shall be entitled to appoint any person (or persons) to be receiver of all or any part of the Charged Property, at any time after a notice by the Lender demanding payment of and/or discharge of any of the Secured Liabilities shall have been served by Lender on the Borrower.
- (b) Where the Lender appoints more than one person as a Receiver such persons shall be entitled to exercise any powers conferred on them jointly and/or severally as the Lender may specify in the instrument of appointment.
- (c) Any Receiver shall be the agent of the Borrower and the Borrower shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration.

11. ADDITIONAL POWERS AND APPOINTMENT OF ATTORNEY

- 11.1 At any time after this Mortgage/Charge shall have become enforceable the Lender (whether or not in possession of the Charged Property) and/or the Receiver may without restriction exercise any of the following powers in addition and without prejudice to any other powers conferred upon the Lender, and the Receiver under or by virtue of this Mortgage/Charge or by statute or otherwise:
 - (a) to enter upon and take possession of all or any part or parts of the Property;
 - (b) to sell, exchange, surrender, deal with, convert into money and realise the Property or any part or parts thereof or any estate or interest therein and/or any part or parts of the other assets of the Borrower hereby charged and convey, assign or transfer the same and to do so subject to such exceptions, reservations and covenants as may be considered necessary or expedient and for the same purpose of realisation to convey, assign or transfer the same to any person or company whether in consideration of payment or not or in exchange

- for shares or other property or voluntarily without payment or any other consideration;
- (c) to acquire, renew, extend, grant, vary or otherwise deal with such easements, rights, privileges and/or licences over or for the benefit of the Property as may be considered expedient;
 - (d) to grant any lease or tenancy of the Property or of any part thereof for any term whether commencing at once or on any future date at any or no rent with or without any fine or premium and generally on such terms as may be considered expedient (and Section 3 (11) of the 1911 Act shall not prevent the Receiver from exercising such powers without the need for any delegation by the Lender);
 - (d) to accept the surrender of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted;
 - (f) to give an effectual receipt for any fine or premium payable on any grant or surrender of any lease;
 - (g) to promote whether alone or with others any company: (i) for the purpose of taking a conveyance or transfer or assignment or lease of or other interest in the Property or any part or parts thereof and/or of undertaking works thereon and/or of providing services to the occupiers thereof, in any case where it is desirable or convenient to do so; and (ii) in connection with or for the furtherance of all or any of the powers herein contained as may be expedient;
 - (h) to complete in such manner as may be considered expedient the construction of any buildings, roads, access ways and the services therefor upon the Property or any part thereof which may be unfinished;
 - (i) to construct upon the Property or any part thereof any building or buildings whether or not the same be in accordance with any development planned or being carried on at the Property and to construct all roads and access ways and to provide all services which may be required or may be considered expedient and generally to develop the Property in such a manner as may be considered expedient;
 - (j) to carry out any work involving furnishing of the Property or any part thereof or the installation or provision of any plant, machinery, equipment or service;
 - (k) to utilise any monies at any time or from time to time received by the Receiver in his capacity as receiver of the Property or any part or parts thereof for the purpose of financing any expenditure at any time from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payments by the Receiver whether under Section 24(8) of the 1881 Act or otherwise and Section 24 of the 1881 Act in its application hereto is hereby varied accordingly;
 - (l) to utilise any monies at any time or from time to time received by the Lender for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payment or application by the Lender and whether such monies be received by the Lender in its capacity as mortgagee or as attorney or otherwise;
 - (m) to borrow or raise or secure the payment of money which may be required for the exercise of any of the powers set out in this Clause 10(1) in any such manner including the creation of new legal charges

of the Property (whether or not having priority to the charge hereby created) as may be considered expedient;

- (n) to obtain, renew, extend, amend or otherwise deal with such permissions, consents and/or licences for the benefit of or otherwise connected with or ancillary to the Property or its use or development or the business conducted therein or thereon as may be considered necessary or desirable;
- (o) to agree any variation, modification or determination of any existing deeds or agreements for the development of the Property and to enter into new agreements, deeds or bonds which may be necessary or desirable for or incidental to the development of the Property and to do all acts and things incidental thereto;
- (p) to manage any business carried on by or for the account of the Borrower at the Property in such manner as may be considered expedient;
- (q) to employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors, workmen and others and purchase all proper materials as may be considered expedient and to dismiss any employee of the Borrower employed in any business carried on at the Property;
- (r) to dedicate any part or parts of the Property as a highway where to do so is desirable in order that the Property may be more conveniently developed;
- (s) to make any change or arrangement as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate the development of the Property;
- (t) to effect indemnity insurance and other like insurances and to obtain bonds for any purpose connected with the development or realisation of the Property;
- (u) to take or defend or otherwise join in any proceedings concerning or incidental to the Property or to any of the foregoing powers;
- (v) to make any arrangement or compromise which may be thought expedient in the interest of the Lender; and
- (w) to do such other acts and things as may be considered necessary or desirable for the management or realisation of all or any part or parts of the Property or the other assets of the Borrower hereby charged.

11.2 The Borrower hereby irrevocably appoints the Lender and the Receiver and each of them as attorneys of the Borrower to exercise any of the foregoing powers for and in the name and on behalf of the Borrower.

11.3 The foregoing powers may be exercised:

- (a) by the Lender either as mortgagee (but without incurring liability as mortgagee in possession) or as attorney of the Borrower;
- (b) by the Receiver for and in the name of and on behalf of the Borrower; and
- (c) by any substitute or delegate appointed in writing by the Lender or the Receiver or by any attorney of the Lender or the Receiver or by any substitute or delegate appointed in writing by any such attorney for and in the name and on behalf of the Lender or the Receiver or the Borrower as the case may be and any such exercise by any such substitute, delegate or attorney shall be treated by the Borrower and

be effective in all respects as an exercise by the Lender or by the Receiver as the case may be.

- 11.4 The Lender and the Receiver (including any such substitute, delegate or attorney as aforesaid) in connection with the exercise of any of the powers conferred on them hereby or by statute may do all acts and things and execute all such deeds and sign all such agreements or enter into or make all such arrangements as may be required or as the Lender or the Receiver (or such substitute delegate or attorney as aforesaid) may consider necessary or desirable in relation to the exercise of any such powers.
- 11.5 The powers of attorney hereby given are given by way of security for the performance of the Borrower's obligations and the Lender's rights under this Mortgage/Charge.
- 11.6 The Lender's power of appointing a receiver of the Property shall be exercisable whether or not there is any income arising from the Property.
- 11.7 Any costs and expenses and liabilities incurred by the Lender or the Receiver (including any substitute, delegate or attorney, as aforesaid) in connection with the exercise of any of the powers hereby conferred shall be treated as owing as soon as the same are incurred for the purposes of calculating interest payable in respect thereof.

12. REMEDIES, WAIVERS AND CONSENTS

- 12.1 No failure on the part of the Lender to exercise, and no delay on its part in exercising, any right or remedy under this Mortgage/Charge will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Mortgage/Charge are cumulative and not exclusive of any rights or remedies provided by law.
- 12.2 Any waiver and any consent by the Lender under this Mortgage/Charge must be in writing and may be given subject to any conditions thought fit by the Lender. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

13. AVOIDANCE OF PAYMENTS AND RETENTION OF SECURITY

Any release, discharge or settlement between the Borrower and the Lender shall be:

- 13.1 conditional upon no security, disposition, assurance or payment to the Lender by the Borrower or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Lender shall be entitled to enforce this Mortgage/Charge subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Lender shall be entitled to concede or compromise any claim that any such security, disposition, assurance or payment is liable to avoidance or repayment without prejudice to its rights hereunder.
- 13.2 The Lender shall at its option be entitled to retain any security constituted by or pursuant to this Mortgage/Charge for a period of up to 25 months after the payment,

discharge or satisfaction of all monies, obligations and liabilities that are or may become due, owing or incurred to or in favour of the Lender from the Borrower and/or any other person and notwithstanding any such payment, discharge or satisfaction, in the event of the commencement of winding-up of or the making of an application for an administration order in respect of the person making such payment or effecting such discharge or satisfaction at any time within the said period of 25 months, the Lender shall be entitled to retain any such security for such further period as the Lender may determine.

14. PROTECTION OF PURCHASERS

No purchaser or other person dealing with the Lender or its delegate or any Receiver appointed hereunder shall be bound to see or enquire whether the right of the Lender or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Lender shall have lapsed for any reason or shall have been revoked.

15. LAND REGISTRY

In respect of any freehold or leasehold property hereby charged the title of which is or is to be registered at the Land Registry it is hereby certified that the charge created by this Mortgage/Charge does not contravene any of the provisions of the Memorandum and Articles of Association of the Borrower.

16. SERVICE OF DEMANDS, NOTICE ETC

A demand or notice hereunder shall be in writing signed by an officer or agent of the Lender and may be served on the Borrower either by hand or post or facsimile. A demand or notice by post may be addressed to the Borrower or the personal or other legal representatives of the Borrower at the registered office, place of business or address last known to the Lender and a demand or notice so addressed and posted shall be deemed to have been received on the Business Day next following the day on which it was posted whether or not returned undelivered and shall be effective notwithstanding the death or other disability or the Borrower. If sent by facsimile such notice may be sent to the last facsimile number of the Borrower known to the Lender and shall be deemed to have been received when sent. If delivered by hand such notice shall be deemed to have been received when delivered to such registered office, place of business or address aforesaid.

17. ASSIGNMENT

The Lender shall have the right to assign the whole or any part of the benefit to it of this Mortgage/Charge and the expression "the Lender" wherever used herein shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Lender, who shall be entitled to enforce and proceed upon this Mortgage/Charge in the same manner as if named herein. The Lender shall be entitled to impart any information concerning the Borrower to any such assignee or other successor or any participant or proposed assignee, successor or participant.

18. MERGER/RECONSTRUCTION

This Mortgage/Charge shall remain in effect and binding on the Borrower notwithstanding any amalgamation or merger that may be effected by the Lender with any other company and

notwithstanding any reconstruction by the Lender involving the formation of and the transfer of the whole or any of the undertaking of the Lender to a new company and notwithstanding the sale or transfer of any part of the undertaking and assets of the Lender to another company.

19. REVERSION

The Borrower shall stand possessed of the reversion immediately expectant upon the term of years hereby granted in any part of the Property mortgaged by sub-clause 3(1)(a) in trust for the Lender and to assign, convey or dispose of the same as the Lender may direct (subject to the proviso for redemption hereinbefore contained) and the Lender may at any time during the continuance of the security hereby created remove the Borrower or any other person, persons or body corporate from being a trustee of the trust declared by this clause and on the death or removal of the Borrower or such other person, persons or body corporate appoint a new trustee or trustees in his, their or its place.

20. ATTORNMENT

The Borrower hereby attorns tenant to the Lender of any part of the Property mortgaged by sub-clause 3(1)(a) at the yearly rent of five pence (if demanded) provided always that the Lender may at any time without notice to the Borrower determine the tenancy hereby created and enter upon such Property but so that neither the receipt of the said rent nor the said tenancy shall render the Lender liable to account to any person as mortgagee in possession.

21. GOVERNING LAW AND JURISDICTION

This Mortgage/Charge shall be governed by and construed in accordance with the laws of Northern Ireland and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Courts of Northern Ireland.


22. PROVISIONS SEVERABLE

Every provision contained in this Mortgage/Charge shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

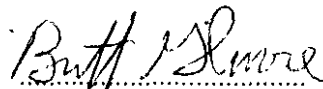
**Schedule
The Property**

All that the lands and property situate and known as third floor apartment in the townland of Ballymacarrett known as No. 305 Skainos Development, Newtownards Road, Belfast, comprised in Folio DN 201870L County Down.

Executed as a DEED by **EAST BELFAST MISSION** acting by a director, in the presence of:



Caroline McBride
Solicitor
MacCorkell Legal & Commercial
Garvey Studios, 8-10 Longstone Street,
Lisburn, BT28 1TP


Director

EXECUTED as a DEED by **THE TRUSTEES OF THE METHODIST CHURCH IN IRELAND** in the presence of:

.....
Trustee

.....
Trustee