

M**Particulars of a mortgage**

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00109463

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

402

to the Registrar of Companies

For official use

Company Number

NI 3762

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

Insert full name of
company

Name of Company

* CAIRNDHU GOLF CLUB LIMITED

Date of creation of charge

13 OCTOBER 2005

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

MORTGAGE & CHARGE

Amount secured by the mortgage or charge

The balance which now is or shall for the time being be or become due or owing by the Mortgagor to the Company on any account or in any manner in whatever currency denominated or in any manner whether for or on foot of accepting, endorsing, discounting any notes or bills, or on foot of loans, credits, advances, or on foot of purchase or leasing facilities or under bonds, guarantees, indemnities, documentary or other credits, swap, forward rate or hedge agreements or on foot of any instrument whatsoever from time to time entered into by the Company for or at the request of the Mortgagor, and interest, commission, discount, including liabilities in connection with foreign exchange transactions, lending charges including legal charges occasioned by or incidental to this or any other security held by or offered to the Company or by or to the enforcement of any such security or otherwise howsoever on a full indemnity basis and whether the Mortgagor shall be liable therefor alone or jointly with any other person or persons as principal or surety together with interest.

Name and address of the mortgagees or persons entitled to the charge

INBEV IRELAND LIMITED ("The Company")

ULSTER BREWERY, GLEN ROAD

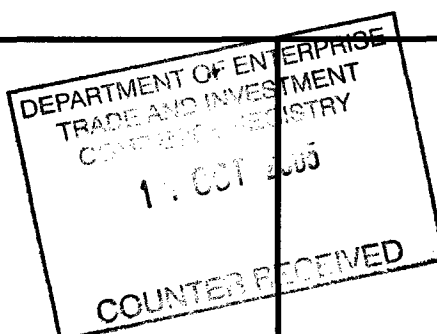
BELFAST

Postcode

BT11 8BY

Presentor's name, address and
reference (if any)
LOUISE MCGINLEY
ELLIOTT DUFFY GARRETT
SOLICITORS
ROYSTON HOUSE
34 UPPER QUEEN STREET
BELFAST BT1 6FD

REF: LMCG/CK/BASS2-88



Short particulars of all the property mortgaged or charged

The Premises known as 192,194 and 196 Coast Road Larne County Antrim and Cairndhu Golf Club Ballygally Larne shown outlined in red on the attached map and HELD under Conveyance dated 2 February 1948 between the Right Honourable Sir Thomas James Dixon and Dame Edith Stewart Dixon (1) and the Ministry of Health and Local Government for NI (2) registered in the Registry of Deeds on 4 March 1948 Book 7 No 217.

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preferably in
black type or
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lettering

The Mortgagor as beneficial owner and where relevant as registered owner, or as the person entitled to become registered as owner doth hereby demise, assign, grant, charge in favour of and convey unto the Company all his property and assets whatsoever and wheresoever both present and future including but without prejudice to the foregoing ALL THAT AND THOSE the lands hereditaments and premises specified and described in the Schedule hereto together with the Licence (as hereinafter defined) attaching thereto and all fixtures and fittings therein both present and future.

TO HOLD the same as to so much thereof as is of freehold tenure UNTO the Company and its assigns and as to so much thereof as is of leasehold tenure UNTO the Company for the residue or residues of the term or respective terms of years for which the Mortgagor now holds the same (less the last three days of each such term) and as to so much thereof as comprises fixed and moveable plant, machinery, fixtures, implements and utensils UNTO the Company absolutely SUBJECT to the proviso for redemption hereinafter contained.

PROVIDED that the Mortgagor hereby declares that the Mortgagor shall henceforth stand possessed of any reversion hereby reserved of the term of any years hereby demised and any further or other interest which the Mortgagor now has or may hereafter acquire or become entitled to in the same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever IN TRUST for the Company and to be conveyed assigned or otherwise dealt with whether to the Company or its nominee or otherwise as the Company shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property, and the Mortgagor further agrees that (subject as aforesaid and to clause 14 below) the Company shall be entitled to the custody of all the title deeds of the said property, and the Mortgagor hereby further authorises the Company as mortgagee during the continuance of this security to remove it or any other person from being a trustee in respect of the trust hereinbefore declared and to appoint the Company or any other person or persons to be a trustee or trustees in respect of the said property, and whereupon to make a declaration vesting all and any of the Mortgagor's estate and interest in the said property in such new trustee or trustees, and so (but without prejudice to the generality of the foregoing) that any such trustee or trustees, may be any Receiver or Receivers of the said property appointed by the Company under the powers herein contained.

The Mortgagor shall not during the continuance of this Deed except with the prior written consent of the Bank:

- create, extend or permit to subsist any Encumbrance over the Mortgaged Property or any of them ranking in priority to or pari passu with or after the security hereby created; or
- part with, sell, transfer, lend, lease or otherwise dispose of, whether by means of one or of a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Mortgaged Property.

The Mortgagor hereby covenants with the Company that during the continuance of this security the Mortgagor shall at all times:-

- not without the prior consent in writing of the Company to vary, surrender, cancel, assign, charge or otherwise dispose of or permit to be forfeited his leasehold interest in any premises or agree any rent review but shall generally

fulfil his obligations under every such lease and agreement and when required produce to the Company proof of all payments from time to time due from the Mortgagor thereunder;

- not to do or cause or permit to be done anything which may in any way depreciate jeopardise or otherwise prejudice the value to the Company of the Mortgaged Property.
- not to transfer, assign, surrender or otherwise dispose of the Licence nor to take any steps to have the same removed to any other property without the prior written consent of Bass.

The Mortgagor hereby further covenants that he shall and will at all times during the continuance of this security:-

- not without the prior consent in writing of the Company to sell, assign or otherwise dispose of its fixed and moveable plant, machinery, fixtures, implements, utensils or furniture now or at any time hereafter in or upon the Mortgaged Property or any proceeds of insurance which may hereafter be received or receivable by the Mortgagor;

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

N/A

Signed Elliott Duffy Jarrett

Date: 13 October 2005.

On behalf of [Signature] [mortgagee/chargee]

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Article 402). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (Article 405). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (Article 405), and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where Article 405 (4) applies (property situate in Great Britain) and Form No. 405 is submitted.
2. A description of the instrument, eg "The Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this Box there should be inserted the amount or rate per cent, of the commission, allowance of discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debenture should not be entered.
4. If any of the spaces in this form are insufficient the particulars must be entered on the prescribed continuation sheet.



NI003762

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE

Pursuant to Article 409(3) of the
Companies (Northern Ireland) Order 1986

I HEREBY CERTIFY that a Mortgage or Charge dated
the THIRTEENTH day of OCTOBER two-thousand and FIVE and created by

CAIRNDHU GOLF CLUB LIMITED

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

INBEV IRELAND LIMITED

on any account whatsoever, was this day REGISTERED pursuant to
Part XIII of the Companies (Northern Ireland) Order 1986.

Given under my hand at Belfast, this the FOURTEENTH day of OCTOBER
two-thousand and FIVE

A handwritten signature in black ink, appearing to read 'R. Dickman'.

for the Registrar of
Companies for Northern Ireland