



Registration of a Charge

Company name: **GP FARMING LIMITED**

Company number: **NI031567**



X6BX1IBF

Received for Electronic Filing: **01/08/2017**

Details of Charge

Date of creation: **31/07/2017**

Charge code: **NI03 1567 0008**

Persons entitled: **SANTANDER UK PLC**

Brief description: **ALL THAT AND THOSE LEASEHOLD LANDS AND PREMISES SITUATE AT AND KNOWN AS 10 HUNTERS HILL PARK, GILFORD BEING ALL OF THE LANDS AND PREMISES COMPRISED WITHIN FOLIO NUMBER DN45569L COUNTY DOWN.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

JOHN MCKEE SOLICITORS



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI31567

Charge code: NI03 1567 0008

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 31st July 2017 and created by GP FARMING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st August 2017 .

Given at Companies House, Belfast on 1st August 2017

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

Dated this 31st day of July 2017

GP FARMING LIMITED

to

**SANTANDER UK PLC
(AS SECURITY TRUSTEE)**

MORTGAGE/CHARGE

10 Hunters Hill Park, Gilford

**John McKee & Son,
Solicitors,
The Linenhall
32-38 Linenhall Street
Belfast
BT2 8BG**

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IN THE LAND REGISTRY OF NORTHERN IRELAND

FOLIOS: DN45569L

COUNTY: DOWN

REGISTERED OWNER: GP FARMING LIMITED

THIS MORTGAGE is made the 31st day of July two thousand and SEVENTEEN BETWEEN

(1) GP FARMING LIMITED (a Company incorporated in Northern Ireland with company number NI031567) whose registered office is at 10 Graham Gardens, Lisburn, BT28 1XE (the "Mortgagor") of the one part; and

(2) SANTANDER UK PLC registered in England and Wales with number 2294747, having its registered office at 2 Triton Square, Regent's Place, London, NW1 3AN (the "Security Holder") as security trustee for each Group Member of the other part.

1. Meaning of certain words

1.1 DEFINITIONS

In this Mortgage, unless the context otherwise requires:

Authority means any governmental body, agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings;

Consents means all approvals, authorisations, consents, licences, permissions, filings and registrations which it is necessary or advisable to obtain from any Authority or, without limitation, any third party;

Default Rate means the default interest rate specified in the Facility Letter and if there is more than one Facility Letter and more than one default rate the different default rates shall be applied to such parts of the Indebtedness as the Security Holder and/or (as the case may be) any Group Member shall in its absolute discretion deem appropriate;

Development Documents means all present and future building contracts, development plans, appointments of professionals, warranty agreements in favour of the Mortgagor and any other agreement or document relating to the acquisition, construction, management, design, servicing,

marketing, development, operation or use the Mortgaged Property or any part thereof;

Disposal

means a sale, transfer, assignment, declaration of trust or other disposal (including by way of lease, tenancy or loan) by a person of all or part of its assets, whether by one transaction or a series of transactions and whether at the same time or over a period of time and "dispose" shall be construed accordingly;

Enforcement Date

means the date on which the Security Holder demands the payment or discharge of all or any part of the Indebtedness or after the occurrence of an Event of Default or, if earlier, the date on which any step is taken in relation to the appointment of an administrator or a petition for an administration order is presented, in relation to the Mortgagor;

Environment

means all gases, air, water vapour, controlled waters (including ground and surface water), soil (surface and subsurface), flora and fauna and all other natural resources;

Environmental Approvals

means all Consents of any kind relating to Environmental Laws to which the Mortgagor or the Property or the use or occupation of the Property is subject;

Environmental Claims

means any notification that land has been designated as contaminated in accordance with Part III of the Waste and Contaminated Land (NI) Order 1997 or any claim by any person in respect of losses or liabilities suffered or incurred by that person as a result of or in connection with any violation of Environmental Laws or Environmental Approvals or giving rise to any remedy or penalty that may be enforced or assessed by private or public legal action as a result of Environmental Contamination or any application for any interim or final judicial or administrative decree, injunction, cease and desist order, abatement order, compliance order, consent order, clean-up order, remediation notice, works notice or enforcement notice, stop notice, improvement notice, prohibition notice or revocation order in respect of Environmental Contamination or any other remedial action or action to comply that the Mortgagor is obliged to undertake pursuant to Environmental Laws or Environmental Approvals in respect of Environmental Contamination;

Environmental Contamination

means the following and their consequences:

- (a) any release, leakage or spillage at or from any site owned or occupied by the Mortgagor into any part of the Environment of any toxic, poisonous, noxious or polluting matter or hazardous, detrimental or dangerous substances or thing;
- (b) any accident, fire, explosion or sudden event which affects the Environment and is attributable to the operation, management or control of any site occupied by the Mortgagor including (without limitation) the storage, keeping, handling, labelling or disposal of waste (as defined in the Waste and Contaminated Land (NI) Order 1997) or hazardous, toxic or dangerous substances; and
- (c) any designation of land as contaminated land for the purposes of Part III of the Waste and Contaminated Land (NI) Order 1997;

Environmental Laws

includes all or any laws, statutes, rules, regulations, treaties, directives, bye-laws, directions, codes of practice, circulars, guidance notes, orders, notices, demands, decisions of the courts of any Authority whatsoever having jurisdiction which at any time relate to the Environment or Environmental Contamination, the protection of human health or the generation, transportation, storage, use, treatment or disposal of Hazardous Substances or the occupation or use of the Property or the operation of any business from or using the Property;

Event of Default

has the meaning given to it in the Facility Letter;

Facility Letter

means at any time the facility letter issued by the Security Holder and/or (as the case may be) any other Group Member and accepted by the Mortgagor in respect of facilities made available by the Security Holder and/or (as the case may be) any other Group Member to the Mortgagor and if there is more than one of them, as the context requires, means each and/or all such facility letters;

Fixtures	means all assets of whatsoever nature, apart from land and buildings, forming part of any freehold or leasehold property owned by the Mortgagor;
Group	means Santander UK plc (registered number 2294747) and its Subsidiaries for the time being;
Group Members	means the Security Holder and each member of the Group and their respective successors and assigns, collectively and the term " Group Member " shall mean any one or more of them;
Hazardous Substances	means any natural or artificial substance (whether solid or liquid form or in the form of a gas or vapour and whether alone or in combination with any other substance) capable of causing harm to man or any other living organism supported by the Environment or damaging the Environment or public health or welfare, including but not limited to any controlled, hazardous, toxic or dangerous waste;
Indebtedness	means all monies, obligations and liabilities (including, without limitation, in respect of principal, interest, discount, commission, fees and expenses) whether express or implied or actual or contingent which now are or at any time hereafter may be or become due owing or incurred by the Mortgagor to the Group Members on any current or other account or otherwise in any manner whatsoever whether collectively or individually including the purchase, acceptance, guaranteeing, endorsement or discounting by the Group Members of notes or bills issued by the Mortgagor and all liabilities pursuant to bonds, guarantees or indemnities issued on behalf of, or at the request of, the Mortgagor and all the Mortgagor's liabilities in respect of foreign exchange transactions, interest rate or currency hedging or other derivative or hedging facilities or agreements, broken funding costs and all the Mortgagor's liabilities in respect of leasing, invoice discounting or debt purchasing facilities or agreements or other liabilities whatsoever including (without limitation) any covenants, guarantees, agreements, bills of exchange, promissory notes, loans, credits or advances, interest (including interest capitalised or rolled up and default interest), commission, discounts and other expenses from time to time due from

the Mortgagor to the Group Members (in each case whether alone or jointly or jointly and severally with any other person(s) and in whatever style or name and whether as principal or surety or otherwise);

Insurances means all present and future contracts or policies of insurance effected by the Mortgagor in accordance with this Mortgage or to which the Mortgagor is entitled in respect of the Mortgaged Property;

Mortgaged Property means the Property and all other assets and rights of the Mortgagor mortgaged and/or charged by this Mortgage;

Mortgagor means each person and/or the partnership whose details appear at the beginning of this Mortgage;

Occupational Leases means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Mortgaged Property;

Partnership means the partnership in which the Mortgagor is a partner now and the Partnership includes all persons who are from time to time partners in the Partnership even though there is a change in the constitution or name of the Partnership or there is an amalgamation with any other person or any death, retirement or addition to any of the partners and "**Partner**" shall mean, as appropriate in the context, the Mortgagor and each of his Partners;

Permitted Charge means any mortgage and/or charge over the Mortgaged Property which has been granted or permitted to subsist with the prior written consent of the Security Holder and "**Permitted Chargee**" shall be construed accordingly;

Planning Orders means the Planning (Northern Ireland) Order 1972, the Planning (Northern Ireland) Order 1991, the Historic Monuments and Archaeological Objects (Northern Ireland) Order 1995 and the Planning Reform (Northern Ireland) Order 2006

Property means the property described in the First Schedule together with all buildings, structures, fixtures (including trade and tenant's fixtures),

	fixed plant and machinery and fittings from time to time thereon;
Receiver	means any one or more receivers and/or managers appointed by the Security Holder (as trustee for the Group Members) pursuant to this Mortgage over all or any part of the Mortgaged Property including any substituted receiver and/or manager;
Regulation	includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any Authority;
Rental Income	means the gross rents licence fees and other moneys receivable now or hereafter at any time by the Mortgagor in respect of or arising out of the Occupational Leases of the Mortgaged Property or any agreement for lease or otherwise without limitation derived by the Mortgagor from the Mortgaged Property or otherwise paid to or received by the Mortgagor in respect of the Mortgaged Property (including without limitation all mesne profits) but save for insurance rents or service charges or the like;
Rights	means all the Mortgagor's rights, title and interest from time to time in any lease, licence or occupational right whatsoever together with the entire benefit of all the Mortgagor's rights, title and interest from time to time in any renewal of, replacement of or variation to any such lease, licence or occupational right (including, without limitation, all its rights, title and interest in any Occupational Lease, agreement for any Occupational Lease and any associated agreements which may be granted by the Mortgagor or any person deriving title from the Mortgagor from time to time over or in respect of the whole or any part of the Mortgaged Property);
Security Right	means any mortgage, debenture, charge (whether fixed or floating), pledge, lien, hypothecation, standard security, assignment by way of security or other security interest or arrangement of any kind having the effect of conferring security of any kind;
Securities	means the assets of the Mortgagor described in clause 3.1(b);
Subsidiary	shall mean a subsidiary undertaking as defined by Section 1162 of the Companies Act 2006.

2. INDEBTEDNESS SECURED ON THE MORTGAGED PROPERTY

2.1 Indebtedness

The Mortgagor covenants with the Security Holder that it will on demand pay and discharge to the Security Holder as agent for the Group Members, the Indebtedness together with interest (both before and after judgement) to the date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Group Members (or any of them) in relation to any such moneys or liabilities or generally in respect of the Mortgagor.

2.2 Other liabilities

The Indebtedness referred to in clause 2.1 shall, without limitation, include:

- i) all liabilities arising under this Mortgage including without limitation under clause 13;
- ii) where this Mortgage has been executed by a Partner, all of the obligations and liabilities owed by the Partnership to the Bank;
- iii) all liabilities under or in connection with foreign exchange transactions, interest rate swaps and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates; and
- iv) interest (both before and after judgment) to date of payment at such rates and upon such terms specified in the Facility Letter, commission, fees and other charges (including interest rate breakage costs) and all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of the Security Holder and all other Group Members) on a full and unqualified indemnity basis which may be incurred by the Security Holder and all other Group Members in relation to any of the Indebtedness or any guarantee in respect of any part of the Indebtedness, or otherwise in respect of the Mortgagor or any guarantor of any part of the Indebtedness.

3. CHARGES

3.1 Mortgages/Fixed Charges

The Mortgagor as beneficial owner as a continuing security for the payment and discharge of the Indebtedness hereby:-

(a) *Property:*

- (i) grants and demises unto the Security Holder (as

security trustee for the Group Members) so much of the Property as is unregistered land TO HOLD as to so much thereof as is freehold unto the Security Holder for the term of 10,000 years from the date hereof and as to so much thereof as is leasehold unto the Security Holder for the residue or residues of the term or respective terms of years for which the same are held less the last 3 days of such term or of each of such terms subject to the proviso for redemption PROVIDED that the Mortgagor hereby declares that it shall henceforth stand possessed of such of the Property as is of leasehold tenure for the last three days or respective last three days of the term or terms of years for which the same is held by it, and for any further or other interest which it 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 Security Holder and to be conveyed assigned or otherwise dealt with whether to the Security Holder or its nominee or otherwise as the Security Holder 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) the Security Holder shall be entitled to the custody of all the title deeds of the said property, and the Mortgagor hereby further authorises the Security Holder 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 Security Holder 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 its 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 Security Holder under the powers herein contained PROVIDED FURTHER that the Mortgagor does hereby irrevocably appoint the Secretary for the time being of the Security Holder to be its attorney, in its name and on its behalf, and as its act and deed to sign seal and deliver and otherwise perfect every or any deed of conveyance of the leasehold reversion which may be desired by the Security Holder, in order to vest in the Security Holder or in any person or persons in trust as agent for the Security Holder, subject as aforesaid, or in any purchaser of the said property or any part thereof, the said leasehold reversion and any further or other interest which the Mortgagor now has or may hereafter acquire or become entitled to in the said leasehold premises or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever; and

- (ii) as registered owner or the person entitled to become registered as owner charges in favour of the Security Holder (as security trustee for the Group Members) so much of the Property as is registered or is required to be registered in the Land Registry by virtue of the statutes in that behalf or otherwise to and assents to the registration of the charge hereby created as a burden affecting such lands

together with in each case all buildings, Fixtures (including trade Fixtures) and fixed plant and machinery from time to time on the Property together with all estates, rights, title, options, easements and privileges, appurtenant to, or benefiting, the same including all beneficial interests and Rights of the Mortgagor in the Property and in any proceeds of sale or disposal of any part of the Property;

- (b) *Securities*: charges to the Security Holder (as security trustee for the Group Members) by way of fixed charge any shares held by the Mortgagor in any company from time to time which has any rights in or connected to the Property; and
- (c) *Guarantees*: charges to the Security Holder (as security trustee for the Group Members) by way of fixed charge the benefit of all guarantees, indemnities, rent deposits, agreements, contracts, undertakings and warranties relating to the Mortgaged Property.

3.2 **Assignment**

The Mortgagor as beneficial owner as a continuing security for the payment and discharge of the Indebtedness hereby assigns to the Security Holder (as trustee for the Group Members):

- (a) *Goodwill*: the goodwill of the business carried on by the Mortgagor at the Property together with the benefit of any licences including without limitation any intoxicating liquor licence and registrations required or obtained for the running of such business;
- (b) *Insurances*: all moneys from time to time payable to the Mortgagor under or pursuant to the Insurances including without limitation the refund of any premiums;
- (c) *Criminal Damage*: all compensation from time to time payable to the Mortgagor under or pursuant to the Criminal Damage (Northern Ireland) Order 1977;
- (d) *Rental Income*: the Rental Income and the benefit to the Mortgagor of all other rights and claims to which the Mortgagor is or may now in the future become entitled in relation to the Mortgaged Property including but not limited to all rights and claims of the Mortgagor against all persons who not are or have

been or may become lessees, sub-lessees, licensees or occupiers of the Mortgaged Property and all guarantors and sureties for the obligation of such persons; and

- (e) *Development Documents*: the benefit of all rights and claims of the Mortgagor under or in respect of the Development Documents and all other contracts, agreements, rights, securities, covenants, guarantees, bonds and indemnities of any nature now or at any time enjoyed or held by the Mortgagor.

3.3 Assignment provisions

In respect of the Mortgaged Property which is assigned to the Security Holder (as trustee for the Group Members) under clause 3.2 and clause 8.9:

- (a) it is assigned absolutely but subject to reassignment upon the Indebtedness being paid or discharged in full and there being no future or contingent Indebtedness which may arise, whereupon the Security Holder shall, at the request and cost of the Mortgagor, reassign the Mortgaged Property to the Mortgagor;
- (b) the Security Holder may (but shall not be obliged to), and the Mortgagor shall promptly on request by the Security Holder, give to any relevant third parties such notices of assignment as the Security Holder shall from time to time require; and
- (c) in respect of any Insurances assigned, the Security Holder shall, notwithstanding the assignment, have no responsibility for the performance of the obligations of the Mortgagor thereunder, and the Mortgagor shall continue to observe and perform its obligations under the Insurances.

3.4 Credit balances

The Mortgagor irrevocably and unconditionally agrees that if there shall from time to time be any credit balance on any of its accounts with the Security Holder or any other Group Member, the Security Holder or any other Group Member (as the case may be) shall have the absolute right to refuse to permit such credit balance to be utilised or withdrawn by the Mortgagor whether in whole or in part if at that time there is outstanding any of the Indebtedness which is due for payment.

3.5 Land Registry

The Mortgagor hereby applies to the Registrar of Titles for the registration of the following restriction in the above-mentioned folio(s) (and against any title to any unregistered property specified in the First Schedule which is or ought to be the subject of a first registration of title at the Land Registry at the date of this Mortgage):

"Except under an order of the Registrar no disposition or dealing is to be registered or noted without the consent of the Registered Owner for the time being of the Charge or Mortgage hereby created".

3.6 Further advances

This Mortgage secures further advances made by the Security Holder and any other Group Member to the Mortgagor.

3.7 Reversion

The Mortgagor 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)(i) in trust for the Security Holder and to assign, convey or dispose of the same as the Security Holder may direct (subject to the proviso for redemption hereinbefore contained) and the Security Holder may at any time during the continuance of the security hereby created remove the Mortgagor or any other person, persons or body corporate from being a trustee of the trust declared by this clause and on the removal of the Mortgagor or such other person, persons or body corporate appoint a new trustee or trustees in his, their or its place.

3.8 Attornment

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

3.9 Redemption

If the Mortgagor shall repay to the Security Holder and discharge all Indebtedness and comply with all obligations hereunder the Security Holder will at the request and cost of the Mortgagor discharge the security hereby created.

4 OBLIGATIONS IN RESPECT OF THE MORTGAGED PROPERTY

4.1 Undertakings – positive

The Mortgagor undertakes to the Security Holder that during the continuance of this security the Mortgagor shall at all times:

- (a) *Deposit of deeds and Insurances:* subject to the entitlement of any person holding a Permitted Charge deposit with the Security Holder (to be held at the risk of the Mortgagor):
 - (i) all deeds and documents of title relating to the Mortgaged Property and to any subordinate interest in

any of them including, without limitation, all Occupational Leases;

(ii) the Insurances; and

(iii) such other documents relating to the Mortgaged Property as the Security Holder may from time to time require;

- (b) *Compliance with covenants:* obtain and maintain all Consents and observe and perform all covenants, stipulations, requirements, court orders, regulations and obligations from time to time affecting the Mortgaged Property and/or the use, ownership, occupation, possession, operation, repair, maintenance or other enjoyment or exploitation of the Mortgaged Property whether imposed by statute, law or regulation, contract, lease, licence, grant or otherwise, carry out all registrations or renewals and not without the prior consent in writing of the Security Holder enter into any onerous or restrictive obligations affecting any of the same;
- (c) *To comply with statutes:* comply with all requirements of any Authority, all obligations under any statute, all Consents, bye-laws and regulations relating to the whole or any part of the Mortgaged Property;
- (d) *Pay outgoings:* punctually pay, or cause to be paid, and indemnify the Security Holder and/or any Receiver against, all present and future rent, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether parliamentary, municipal, parochial or otherwise) now or at any time during the continuance of this security payable, charged or assessed on or in respect of the Mortgaged Property or any part of it or by the owner or occupier of it;
- (e) *Environmental:*
- (i) obtain and maintain in full force and effect all Environmental Approvals and ensure that the business and/or operations carried on at the Property comply in all respects with all Environmental Laws and Environmental Approvals;
- (ii) promptly on becoming aware of it inform the Security Holder of any Environmental Claim which has been made or threatened against the Mortgagor or any occupier of the Property or any of the officers of the Mortgagor in their capacity as such setting out the action which is to be taken with respect to that Environmental Claim; and
- (iii) notify the Security Holder promptly on becoming aware of any Environmental Contamination at or brought on to the Property or circumstances likely to lead to

Environmental Contamination which might give rise to any Environmental Claim, and take or procure the taking of all necessary action to deal with, remedy or remove from the Property or prevent the incursion of (as the case may be) that Environmental Contamination or circumstances likely to lead to Environmental Contamination so as to prevent an Environmental Claim, endeavouring always to minimise the danger or harm arising to the Environment;

- (f) *Orders and proposals:* The Mortgagor shall, forthwith after receipt of any notice, order, direction, designation, resolution, proposal or other matter given or made by any Authority (whether or not under the Planning Orders) and relating to the Mortgaged Property or the area in which the Mortgaged Property is situated (a "notice"):
 - (i) give full written particulars to the Security Holder of such notice;
 - (ii) if required by the Security Holder forthwith, and at the Mortgagor's cost, take all necessary steps to comply with such notice; and
 - (iii) at the request of the Security Holder, and at the Mortgagor's cost, make or join with the Security Holder in making such objection or representation against, in respect of, or relating to, such notice as the Security Holder may in its discretion require;
- (g) *Breach of condition:* forthwith notify the Security Holder, in writing, upon the happening of an event which with the giving of time, fulfilment of a condition or giving of notice would constitute a breach of the obligations on the part of the Mortgagor contained in this Mortgage;
- (h) *Maintenance of Mortgaged Property:* keep the Mortgaged Property in good and substantial repair and in good working order and condition replacing items beyond repair with equivalent items;
- (i) *Manage:* manage the Mortgaged Property and any person occupying the whole or any part of the Mortgaged Property under any Occupational Lease in accordance with the principles of good estate management and in any manner that the Security Holder may in its discretion require;
- (j) *Access:* permit any person authorised by the Security Holder access at reasonable times (except in the case of emergency when access may be at any time) to view the state and condition of the Mortgaged Property;
- (k) *Business:* conduct and carry on its business in a proper and efficient manner and not make any substantial alteration in the

nature of or mode of conduct of that business and keep or cause to be kept proper books of account relating to such business;

- (l) *Permitted Charge*: punctually pay all sums from time to time due to any Permitted Chargee of the Mortgaged Property and observe and perform the covenants and obligations on the part of the Mortgagor contained in any Permitted Charge and not without the prior written consent of the Security Holder increase or seek to increase the priority of or principal sum owing to any Permitted Chargee;
- (m) *Information*: give to the Security Holder such information as the Security Holder shall reasonably require as to all matters relating to the Mortgaged Property.

4.2 ***Undertakings - negative***

The Mortgagor undertakes to the Security Holder that during the continuance of this security the Mortgagor shall:

- (a) *Alteration or development of the Property*: not without the prior consent in writing of the Security Holder make any structural or material alteration to the Property or any premises forming part of the Property or do or permit to be done anything which is "development" or a change of use within the meaning of the Planning Orders from time to time or any orders or regulations under such Orders or do or permit or omit to be done any act, matter or thing as a consequence of which any provision of any statute, bye-law, order or regulation or any condition of any Consent (whether of a public or private nature) from time to time in force affecting the Property is or may be infringed. In the event of the Security Holder giving consent to commence and proceed with any works, the Mortgagor shall, without delay, carry out those works to the Security Holder's satisfaction in accordance and within the provisions and conditions of the consent. The Mortgagor shall not sever, unfix or remove any of the Fixtures or plant or machinery on the Mortgaged Property except for the purposes of effecting any necessary repairs, or of replacing the same with new and improved models;
- (b) *Possession of Property*: not without the prior consent in writing of the Security Holder (and then only in accordance with any conditions that may be attached to such consent) dispose of the Property or any estate or interest in it (including, without limitation, rental income in respect of the Property) or grant any lease, part with possession or share occupation of the whole or any part of the Property or confer any licence, right or interest to occupy or grant any licence or permission to assign, underlet, sublet or part with possession of the same or any part thereof (or agree to do any of these things) or permit any person to:

- (i) be registered (jointly with the Mortgagor or otherwise) as registered owner under the Land Registration Act (Northern Ireland) 1970 of the Property (and the Mortgagor will indemnify the Security Holder against the costs of entering any caution against such registration) or create or permit to arise any overriding interest affecting the same within the definition in that Act or permit any person to assert any proprietary or other similar right or interest over the Property; or
 - (ii) become entitled to any right, easement, covenant, interest or other title encumbrance which might adversely affect the value or marketability of the Property;
- (c) *Jeopardy*: not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value (whether monetary or otherwise) to the Security Holder of the whole or any part of the Mortgaged Property;
- (d) *Security Rights and disposals*: not without the prior written consent of the Security Holder:
 - (i) create or purport to create or permit to subsist any Security Right over the whole or any part of the Mortgaged Property other than a lien arising by operation of law (arising in the ordinary course of the Mortgagor's business and securing amounts not more than 30 days overdue) and any Permitted Charge; or
 - (ii) assign or create a Security Right over, or otherwise deal with the income from any lease or tenancy of, the Property; or
 - (iii) dispose of all or any part of the Mortgaged Property or agree to do so; or
 - (iv) permit or agree to any variation of the Rights attaching to the whole or any part of the Mortgaged Property;
- (e) *Licensed premises*: not oppose any application by the Security Holder or a Receiver for the transfer grant or renewal of any intoxicating liquor licence relating to the Property;
- (f) *VAT*: not without the consent of the Security Holder, elect to waive exemption under paragraphs 2-3 of Schedule 10 to the Value Added Tax Act 1994 in respect of any supply made in relation to the Mortgaged Property or any part of it or any other building, parade, precinct or complex or any agricultural land (including the buildings on such land) in which the Mortgagor has a right or licence to occupy within the meaning of paragraph 1(5) of Schedule 10 to the Value Added Tax Act

1994 which could give rise to a deemed election in relation to the Mortgaged Property;

(g) *Compulsory purchase:*

- (i) except with the prior written consent of the Security Holder, not consent to, or enter into any negotiations with any Authority with regard to, the acquisition of the whole or any part of the Mortgaged Property;
- (ii) if so requested by the Security Holder, permit the Security Holder or its agent or anyone engaged by the Security Holder to conduct such negotiations or give such consent on the Mortgagor's behalf; and
- (iii) if a notice is given to the Mortgagor by an Authority that such Authority intends to acquire the whole or any part of the Mortgaged Property and such notice contains any condition, not, at any time after the date of such notice, to do or omit or suffer to be done or omitted any act or thing which may be in breach of such condition.

4.3 No limitation

None of the undertakings in clause 4 shall be construed as limiting any powers exercisable by any Receiver appointed by the Security Holder under this Mortgage.

5 INSURANCE

5.1 Insurance

Subject to clause 5.4 the Mortgagor shall maintain the following Insurances on terms, in amounts and with an insurer previously approved in writing by the Security Holder:

- (a) insurance of the Mortgaged Property to its full replacement or reinstatement cost from time to time (including, where applicable, the cost of demolition and site clearance, architects', surveyors' and other professional fees and incidental expenses in connection with the replacement or reinstatement and Value Added Tax) against all risks which a prudent owner would insure including, without limitation, loss or damage (including, where the Property is tenanted, for a minimum of three years' loss of rent) by fire, storm, lightning, terrorist risks, explosion, earthquake, riot, civil commotion, malicious persons or malicious damage, impact, flood, escape of water or oil, subsidence, heave and landslips, aircraft and other aerial devices or articles dropped therefrom (subject to the availability of insurance cover against such risks) and such other risks and contingencies as the Security Holder shall from time to time require;

- (b) insurance against loss of any intoxicating liquor licence necessary for the conduct of the business at the Property;
- (c) property owner's liability insurance to include, without limitation, insurance against risks and liabilities to employees and third parties; and
- (d) insurance incorporating a mortgagee protection clause, whereby the Insurances will not be invalidated, vitiated or avoided as against a mortgagee in the event of any misrepresentation, act, omission, neglect or failure to disclose on the part of the insured.

Without prejudice to the foregoing requirements of the Security Holder the Mortgagor shall be responsible during the subsistence of this Mortgage for ensuring the adequacy and scope of the insurance cover. In the event of an insurance claim the Security Holder shall not be liable to the Mortgagor if the sum insured does not cover the full reinstatement cost of the Mortgaged Property (the Mortgagor making up any shortfall out of its own moneys). The Insurances effected shall not be amended by the Mortgagor without the prior written consent of the Security Holder.

5.2 *Joint names*

The Insurances shall be (on a composite basis) in the joint names of the Mortgagor and the Security Holder or, if the Security Holder wishes, in the sole name of the Mortgagor but with the Security Holder's interest as mortgagee noted on them. The Mortgagor shall procure that the Insurances name the Security Holder as loss payee. The Mortgagor undertakes to obtain from the insurer an undertaking in the form required by the Security Holder that the insurer will inform the Security Holder in writing of the non-renewal or cancellation of the Insurances.

5.3 *Payment of premiums*

The Mortgagor shall promptly pay all premiums and other moneys necessary for effecting and keeping up the Insurances and on demand produce to the Security Holder evidence of such payments and comply in all other respects with the terms and conditions of the Insurances including, without limitation, any stipulations or restrictions as to the use and/or operation of the Property.

5.4 *Leases*

In the case of any leasehold property where the Mortgagor is prohibited by the terms of the relevant lease from complying with the obligations referred to in this clause 5 procure (where it is empowered to do so) or otherwise use all reasonable efforts to procure the maintenance by the landlord (or other third party) of such insurance obligations in accordance with the provisions of the relevant lease with the Security Holder's interest as mortgagee noted on such insurance policies.

5.5 Insurance proceeds

Subject to any Permitted Charge or the terms of any lease of the Property, all moneys receivable by virtue of any of the Insurances shall be paid to the Security Holder (or if not paid by the insurers directly to the Security Holder shall be held on trust for the Security Holder) and shall at the option of the Security Holder be applied in replacing, restoring or reinstating the Property (any deficiency being made good by the Mortgagor) or in reduction of the Indebtedness.

5.6 Criminal Damage

In the event of any of the Mortgaged Property sustaining damage compensatable under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 the Mortgagor shall make application for compensation within the statutory time limit and apply all compensation which may be received at the option of the Security Holder 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 Indebtedness.

6 PLANNING

6.1 Applications and implementation

The Mortgagor shall:

- (a) not, except with the prior written consent of the Security Holder, make any application for planning permission. In the event of planning permission being obtained by the Mortgagor, the Mortgagor will produce that permission to the Security Holder within seven days of receipt of it;
- (b) not implement any planning permission received by it until it has been acknowledged by the Security Holder to be acceptable to it;
- (c) observe, perform, comply with and cause observance, performance and compliance with the provisions of all statutes in force including the requirements of any Authority relating to the Mortgaged Property or anything done on it by the Mortgagor, in particular (but without prejudice to the generality of the foregoing), the provisions and requirements of the Planning Orders;
- (d) not, except with the prior written consent of the Security Holder, enter into, or agree to enter into, any agreement under article 40 of the Planning (Northern Ireland) Order 1991 (Agreement regulating development or use of land), article 40 of the Planning (Northern Ireland) Order 1991 (Enforceability of certain covenants relating to land), article 110 of the Roads (Northern Ireland) Order 1993 (power to acquire land by agreement), article 122 of the Roads (Northern Ireland) Order

1993 (Contributions towards highway works), section 96 of the Local Government Act (Northern Ireland) 1972 (acquisition of land) or generally under the Planning Orders or any other similar Order; and

- (e) comply with any conditions attached to any Consent under the Planning Orders relating to or affecting the Mortgaged Property.

6.2 Representation

The Mortgagor represents and warrants to the Security Holder that it has not, prior to the date of this Mortgage, carried out or permitted to be carried out any development within the meaning of the Planning Orders upon the Mortgaged Property in respect of which any requisite permission has not been obtained and that all conditions, subject to which such permissions have been granted have been duly complied with.

7 LEASING THE MORTGAGED PROPERTY

7.1 Obligations in relation to leasing

The Mortgagor shall:

- (a) not, without the prior consent in writing of the Security Holder, exercise any powers of leasing, agree to lease or accept surrenders of leases conferred upon the Mortgagor by section 18 of the Conveyancing and Law of Property Act 1881 and section 3 of the Conveyancing and Law of Property Act 1911;
- (b) not, without the prior consent in writing of the Security Holder, vary any lease permitted or existing at the date of this Mortgage or enter into or permit or suffer any parting with possession of or sharing arrangements in respect of the Mortgaged Property or any part of it;
- (c) without prejudice to clauses 7.1(a) and 7.1(b), procure that no person shall be or become entitled without the consent of the Security Holder to assert any proprietary or other title, right or interest which might affect the value of the Mortgaged Property;
- (d) in the event of consent being given by the Security Holder for the grant of any lease under clause 7.1(a), (b) or (c) of the Mortgaged Property, deliver to the Security Holder for retention by the Security Holder during the existence of this Mortgage, a duly completed and stamped counterpart of that lease;
- (e) with respect to any lease or underlease under which the Mortgaged Property is held:

- (1) pay the rent reserved by and observe and perform the lessee's covenants and conditions contained in that lease;
- (2) enforce against the lessor the covenants and conditions given by the lessor in the lease;
- (3) not vary the terms of such lease without the prior consent in writing of the Security Holder;
- (4) not agree the amount of any reviewed rent without the prior consent in writing of the Security Holder. In the event that such rent is determined by a third party, the Mortgagor shall procure that any representations made by the Security Holder are made to the third party to the reasonable satisfaction of the Security Holder;
- (5) not, without the prior consent in writing of the Security Holder, agree the terms of any renewed lease or the amount of any varied rent payable under article 11 of the Business Tenancies (Northern Ireland) Order 1996. In the event that the terms of the renewed lease or rent are determined by the court, the Mortgagor shall make such representations to the court as the Security Holder may require. Immediately after any such renewed lease is granted to the Mortgagor, the Mortgagor shall execute a mortgage or charge (as may be appropriate) over such lease in the form required by the Security Holder;
- (6) immediately notify the Security Holder of any matter or event under or by reason of which any lease has or may become subject to determination or forfeiture; and
- (7) if so required by the Security Holder, join with the Security Holder in bringing any proceedings against the landlord under such lease for forfeiture, determination or otherwise.

7.2 Occupational Leases

The Mortgagor shall with respect to the Occupational Leases:

- (a) comply with all restrictive and other covenants and obligations, however arising, to be performed by it as lessor under any Occupational Lease;
- (b) enforce all restrictive and other covenants and obligations, however arising, owed to it as lessor under any Occupational Lease;
- (c) not waive, release or vary (or agree to do so) any Rights or any provision of any Occupational Lease without the prior consent in writing of the Security Holder;

- (d) not agree the amount of any reviewed rent without the prior consent in writing of the Security Holder and in the event of such rent being determined by a third party to procure that any representations made by the Security Holder are put before such third party to the reasonable satisfaction of the Security Holder;
- (e) not agree the terms of any renewed lease or the amount of any varied rent payable under article 11 of the Business Tenancies (Northern Ireland) Order 1996 without the prior consent in writing of the Security Holder and in the event that the terms of such renewed lease or rent are determined by the court to procure that any representations made by the Security Holder are put before the court to the reasonable satisfaction of the Security Holder;
- (f) forthwith notify the Security Holder of any matter or event by reason of which the Occupational Leases have or may become subject to determination or forfeiture;
- (g) if so required by the Security Holder join with the Security Holder in bringing proceedings against the lessees under the Occupational Leases;
- (h) not grant any Consent under the Occupational Leases without the prior consent in writing of the Security Holder;
- (i) not except with the prior written consent of the Security Holder:
 - (1) exercise any option or power to break, terminate, renew or extend any Occupational Lease;
 - (2) accept or agree to accept any surrender of any Occupational Lease; or
 - (3) grant any Consent or licence as lessor or grantor under any Occupational Lease; and
- (j) allow, and shall procure that any person occupying the whole or any part of the Mortgaged Property under any Occupational Lease shall allow, the Security Holder and its agents, with or without surveyors, workmen or others authorised by it upon prior notice (except in an emergency when no notice shall be required) to enter the Mortgaged Property in order to view the Mortgaged Property, to carry out any repairs on the Mortgaged Property which the Security Holder considers necessary or to do anything the Security Holder is entitled to do pursuant to clause 8.6.

7.3 **Rental Income**

With reference to the Rental Income the Mortgagor covenants and agrees:-

- (a) that it will at any time on written demand by the Bank procure that the Rental Income shall be paid directly to its account with the Security Holder (or such other account as the Security Holder may from time to time direct) and the Mortgagor shall forthwith upon any such demand so instruct its lessees and occupiers of the Property by notice in writing such notice to be substantially in the same form as set out in the Second Schedule. Following any such demand until such payment the Mortgagor shall hold all Rental Income on trust for the Security Holder;
- (b) that it will at any time on written demand by the Security Holder execute as security for the payment or discharge of the Indebtedness a letter of set-off charge or other security agreement or instrument over or in respect of any balance from time to time standing to the credit of any account or accounts referred to in clause 7.3(a) in such form as the Security Holder may require and such document or instrument shall be prepared completed and registered by or on behalf of the Security Holder at the cost of the Mortgagor; and
- (c) that it will not compound release exchange set-off grant time or indulgence in respect of or otherwise deal with any of the Rental Income or do anything whereby the recovery of the same may be impeded delayed or prevented and the Mortgagor shall enforce its rights in respect of the same.

7.4 Representation

The Mortgagor represents and warrants to the Security Holder that the Occupational Leases are valid, binding and enforceable in accordance with their respective provisions and the details of the Occupational Leases provided to the Security Holder are true and accurate.

7.5 Compensation

- (a) The Mortgagor undertakes with the Security Holder that in the event that any moneys pursuant to the Business Tenancies (Northern Ireland) Order 1996 or otherwise become payable to the Security Holder during the continuance of this security they shall, unless the Security Holder otherwise agrees in writing, be applied towards the discharge of the Indebtedness;
- (b) The Security Holder shall be entitled and is authorised by the Mortgagor and appointed the Mortgagor's attorney on its behalf to give a good receipt on behalf of the Mortgagor to the Registrar of Titles or such other payer of any compensation payable to the Mortgagor under clause 7.4(a);
- (c) In the event that any compensation shall actually be received by the Mortgagor, the Mortgagor shall hold the same on trust for the Security Holder to be applied by the Security Holder towards the discharge of the Indebtedness.

8 CERTAIN POWERS OF THE SECURITY HOLDER

8.1 *Powers on enforcement*

Section 20 of the Conveyancing and Law of Property Act 1881 shall not apply. At any time on or after the Enforcement Date or if requested by the Mortgagor, the Security Holder may, without further notice, and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Conveyancing Acts 1881-1911 as varied or extended by this Mortgage and all the powers and discretions conferred by this Mortgage on a Receiver either expressly or by reference. In the event of any conflict between the powers contained in the Conveyancing Acts 1881-1911 and those conferred by this Mortgage, the terms of this Mortgage shall prevail.

8.2 *Redemption of Permitted Charges*

At any time on or after the Enforcement Date, or if the holders of any Permitted Charges shall take any step to enforce them or demand the money thereby secured, the Security Holder may pay off all or any of the Permitted Charges and take a transfer of the benefit of them or redeem the same, and the money so expended by the Security Holder and all costs of and incidental to the transaction incurred by the Security Holder shall be repayable by the Mortgagor to the Security Holder on demand, shall constitute part of the Indebtedness and shall bear interest at the Default Rate from the date of payment by the Security Holder.

8.3 *Subsequent Security Rights*

If the Security Holder receives or has notice (actual or constructive) of any subsequent Security Right affecting the Mortgaged Property or any part of it or if the continuing nature of this Mortgage is determined for any reason, the Security Holder may open a new account for the Mortgagor. If it does not do so then, unless the Security Holder gives express written notice to the contrary to the Mortgagor for the purposes of this Mortgage, the Security Holder shall nevertheless be treated as if it had opened a new account at the time when it received or had such notice and as from that time all payments made by or on behalf of the Mortgagor to the Security Holder shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount due from the Mortgagor to the Security Holder at the time when it received such notice.

8.4 *Settlement of accounts*

Any sale or other disposition by the Security Holder or by a Receiver may be made either subject to or discharged from any prior charge or upon such terms as to indemnity as the Security Holder or such Receiver may think fit. The Security Holder or the Receiver may settle and pay the accounts of any person in whom any prior charge may from time to time be vested and any accounts so settled and paid shall

as between the Security Holder, the Receiver and the Mortgagor be deemed to be properly settled and paid and shall be binding on the Mortgagor accordingly. The money so expended by the Security Holder shall be repayable by the Mortgagor to the Security Holder on demand, shall constitute part of the Indebtedness and shall bear interest at the Default Rate from the date of payment by the Security Holder.

8.5 *Contingencies*

If the Security Holder enforces the security constituted by this Mortgage at a time when no amount in respect of the Indebtedness is due and payable, or when the amount due and payable is not ascertained, the Security Holder (or the Receiver) may pay the proceeds of any recoveries effected by it into an interest-bearing suspense account. The Security Holder may withdraw amounts standing to the credit of such suspense account for application in accordance with clause 12.1.

8.6 *Power to Remedy*

If the Mortgagor at any time defaults in complying with any of its obligations contained in this Mortgage, the Security Holder shall, without prejudice to any other rights arising as a consequence of such default, be entitled (but not bound) to make good such default and the Mortgagor hereby irrevocably authorises the Security Holder and its employees and agents by way of security to do all such things (including, without limitation, entering the Mortgagor's property) necessary or desirable in connection therewith. Any moneys so expended by the Security Holder shall be repayable by the Mortgagor to the Security Holder on demand together with interest at the Default Rate from the date of payment by the Security Holder until such repayment, both before and after judgment. No exercise by the Security Holder of its powers under this clause 8.6 shall make it liable to account as a mortgagee in possession.

8.7 *Sale of Assets*

The Mortgagor hereby irrevocably authorises the Security Holder and any Receiver at any time on or after the Enforcement Date to sell or concur in selling either by private treaty or at public auction or to include in any letting all plant, machinery, fittings and equipment, wet and dry stock, of the Mortgagor then or at any time thereafter on the Property whether or not such things are Mortgaged Property and to set-off the proceeds of such sale or letting against the Indebtedness.

8.8 *The Securities*

After the Enforcement Date the Mortgagor will if so requested by the Security Holder transfer all or any of the Securities to such nominees or agents as the Security Holder may select.

8.9 *Assignment of rents*

After the Enforcement Date the right to recover all rents reserved by any Occupational Lease shall automatically be assigned to and vest in the Security Holder.

8.10 *Statutory power of leasing*

The Security Holder may exercise the powers of leasing and agreeing to lease land under section 18 of the Conveyancing and Law of Property Act 1881 and section 3 of the Conveyancing and Law of Property Act 1911 without going into possession of the Mortgaged Property. In exercising such powers (whether with or without going into possession) the Security Holder may grant any lease or tenancy of the Mortgaged Property or any part of it for any term and at any or no rents with or without any fine or premium and generally on such terms as it shall, in its absolute discretion, think fit. The Security Holder shall give an effectual receipt for any fine or premium payable on any such grant without the necessity for the Security Holder to comply with the restrictions imposed by section 18 of the Conveyancing and Law of Property Act 1881 and section 3 of the Conveyancing and Law of Property Act 1911.

8.11 *Licences*

The Security Holder shall when under this Mortgage it becomes entitled to enter into possession of the Mortgaged Property have the power to sell or dispose of the intoxicating liquor licence(s) attached to the Mortgaged Property separately from the Mortgaged Property and the consideration received on the sale of the said licence(s) shall be credited against all monies owed by the Mortgagor to the Security Holder.

9 APPOINTMENT AND POWERS OF RECEIVER

9.1 *Appointment*

At any time on or after the Enforcement Date or if requested by the Mortgagor, or if the security created by this Mortgage shall in the Security Holder's opinion be in jeopardy, the Security Holder may by instrument in writing executed as a deed or under the hand of any director or other duly authorised officer appoint any person to be a Receiver of the Mortgaged Property or any part of it. Where more than one Receiver is appointed, each joint Receiver shall have power to act severally, independently and to the exclusion of any other joint Receivers, except to the extent that the Security Holder may specify to the contrary in the appointment. The Security Holder may (subject, where relevant, to article 55 of the Insolvency (Northern Ireland) Order 1989) remove any Receiver so appointed and appoint another in his place.

9.2 *Receiver as agent*

Any Receiver shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts or defaults and liable on any

contracts and engagements made or entered into by him and shall alone be responsible for his remuneration.

9.3 ***Powers of Receiver***

Any Receiver shall have all the powers conferred from time to time on receivers by statute (in the case of powers conferred by the Conveyancing and Law of Property Act 1881, without the restrictions contained in section 20 of that Act) and on behalf, and at the expense, of the Mortgagor (notwithstanding the bankruptcy or liquidation of the Mortgagor) to do or omit to do anything which the Mortgagor could do or omit to do in relation to the Mortgaged Property or any part of it. In particular (but without limitation) a Receiver shall have power to do all or any of the following acts and things:

- (a) *Take possession:* to take possession of, collect and get in all or any of the Mortgaged Property and exercise in respect of the Securities all voting or other powers or rights available to a registered holder in such manner as he may think fit;
- (b) *Manage the Mortgaged Property:* to manage, develop, alter, improve, build, reconstruct or reinstate and replace the Mortgaged Property or any part of it or concur in so doing; to buy, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage; to acquire, renew, extend, grant, vary or otherwise deal with easements, rights, privileges and licences over or for the benefit of the Mortgaged Property;
- (c) *Manage business:* to carry on, manage or develop the business of the Mortgagor or any part of it carried on at the Property or commence any new business from the Property;
- (d) *Dispose of assets:* without the restrictions imposed by section 20 of the Conveyancing and Law of Property Act 1881 or the need to observe any of the provisions of section 18 of such Act and section 3 of the Conveyancing and Law of Property Act 1911, to sell by public auction or private contract, let, surrender or accept surrenders, grant licences, leases or otherwise dispose of or deal with all or any part of the Mortgaged Property or concur in so doing in such manner, for such consideration and generally on such terms and conditions as he may think fit with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with such Mortgaged Property in the name and on behalf of the Mortgagor or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Mortgagor (or other the estate owner) 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 forthwith be and become charged

with the payment of the Indebtedness; plant, machinery and other 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. Any contract for any such sale or other disposal by the Receiver or the Security Holder may contain conditions excluding or restricting the personal liability of the Receiver or the Security Holder;

- (e) *Form subsidiaries:* to promote the formation of companies with a view to the same becoming a Subsidiary of the Mortgagor and purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Mortgaged Property or in anything else, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Mortgaged Property on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
- (f) *Compromise contracts:* to make any arrangement or compromise (including without limitation agreeing to any changes to the rent payable in respect of the Property) or enter into perform or cancel any contracts or agreements which he shall think expedient;
- (g) *Repair and maintain assets:* to make and effect such repairs, renewals and improvements to the Mortgaged Property or any part of it as he may think fit and in doing so to purchase materials;
- (h) *Building works:* to commence and/or complete any building operations on any part of the Property and apply for and obtain any planning permissions, building regulation approvals and any other permissions, Consents or licences with respect to the Mortgaged Property as he may in his discretion think fit;
- (i) *Make calls:* to make calls conditionally or unconditionally on the members of the Mortgagor in respect of uncalled capital;
- (j) *Compensation:* to negotiate for compensation with any Authority which may intend to acquire or be in the process of acquiring the Mortgaged Property or any part of it and make objections to any order for the acquisition of the Mortgaged Property or any part of it and the Receiver may request the Mortgagor to do so at any enquiry held to consider such objections or which is otherwise relevant to such acquisition;
- (k) *Legal proceedings:* to institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Mortgaged Property or any part thereof or submit to arbitration as he may think fit;

- (l) *Appoint employees:* to appoint managers, agents, contractors, professionals, surveyors, quantity surveyors, builders, workmen, officers and employees for any of the purposes referred to in this clause 9.3 or to guard or protect the Mortgaged Property at such salaries and remuneration and for such periods and on such terms as he may determine and may dismiss the same;
- (m) *Borrow money:* to raise or borrow money, obtain bonds or guarantees or incur any other liability from anyone on such terms with or without security as he may think fit and so that any such security may be or include a mortgage and/or charge on the whole or any part of the Mortgaged Property or any other property acquired by the Receiver ranking in priority to this security or otherwise;
- (n) *Execute documents:* to 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 security created by or pursuant to this Mortgage and to use the name of the Mortgagor for all the purposes aforesaid;
- (o) *Insurances:* to maintain, renew, take out or increase insurances (including indemnity insurance);
- (p) *Exercise statutory leasehold powers:* without any further consent by or notice to the Mortgagor to exercise for and on behalf of the Mortgagor all the powers and provisions conferred on a landlord or a tenant by the Business Tenancies (Northern Ireland) Order 1996, the Rent (Northern Ireland) Order 1978 or any other legislation from time to time in force in any relevant jurisdiction relating to security of tenure or rents or generally in respect of the Mortgaged 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;
- (q) *Tenancies:* to apply for and negotiate the terms of any renewed tenancy whether pursuant to the Business Tenancies (Northern Ireland) Order 1996 or otherwise;
- (r) *Occupational Leases:* to make allowances and arrangements with any lessee or any tenant in respect of the rents receivable pursuant to an Occupational Lease;
- (s) *Rent review:* to operate and agree any rent review in respect of any lease or underlease of the Mortgaged Property or any Occupational Leases and the amount of any varied rent payable pursuant to article 11 of the Business Tenancies (Northern Ireland) Order 1996;
- (t) *Insolvency Act powers:* to do all the acts and things described in Schedule 1 to the Insolvency (Northern Ireland) Order 1989

as if the words "he" and "him" referred to the Receiver and "company" referred to the Mortgagor;

- (u) *The Security Holder powers:* to do anything The Security Holder has power to do under this Mortgage; and
- (v) *Other acts:* to do all other acts and things which he may consider to be incidental or conducive to any of the powers contained in this clause 9.

9.4 Remuneration

The Security Holder may from time to time determine the remuneration of any Receiver and section 24(6) of the Conveyancing and Law of Property Act 1881 shall be varied accordingly. A Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved upon the basis of charging from time to time adopted by the Receiver in accordance with the current practice of his firm.

10 SET-OFF

10.1 Set-off

The Security Holder shall, with the irrevocable authority of the Mortgagor and, in addition to and without prejudice to any rights the Security Holder may have whether:

- (a) arising by operation of law or otherwise in consequence of the relationship between the parties to this Mortgage; or
- (b) by way of rights of general lien or set-off or as otherwise exist, be entitled without notice at any time and from time to time to set-off or transfer any sum or sums standing to the credit of any account of the Mortgagor with the Security Holder at any of its branches, of whatever nature and whatever currency denominated, in or towards satisfaction of any sums due and payable from the Mortgagor to the Security Holder under this Mortgage.

10.2 Additional rights

If the liability in respect of which the Security Holder is exercising its rights of set-off is contingent, or not yet payable, it shall automatically be accelerated, and shall accordingly be due and payable, before and at the time of such set-off. If the sums standing to the credit of any account of the Mortgagor with the Security Holder at any of its branches against which set-off is to be made are not due or matured or otherwise payable, they shall notwithstanding anything to the contrary contained in this Mortgage be deemed already to be so for the purposes of the set-off contemplated in clause 10 provided that the Security Holder shall not be obliged to exercise any right given to it by clause 10.

10.3 Waiver

The Mortgagor hereby waives any right of set-off it may have from time to time in respect of the Indebtedness.

11 EFFECT OF ENFORCEMENT DATE

11.1 Enforcement Date

From the Enforcement Date, the Security Holder and the other Group Members shall cease to be under any further commitment to the Mortgagor. The Indebtedness (other than contingent liabilities) not otherwise so payable shall immediately become payable on demand and the Mortgagor shall provide cash cover on demand for the maximum amount of its contingent liabilities to the Security Holder.

12 APPLICATION OF PROCEEDS AND PURCHASERS

12.1 Application of proceeds

Any moneys received by the Security Holder or by any Receiver appointed by it pursuant to this Mortgage and/or under the powers conferred by this Mortgage, shall be applied for the following purposes and, unless otherwise determined by the Security Holder or such Receiver, in the following order of priority:

- (a) in the payment of all costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;
- (b) in the payment and discharge of any liabilities incurred by the Receiver on the Mortgagor's behalf in the exercise of any of the powers of the Receiver;
- (c) in providing for the matters (other than the remuneration of the Receiver) specified in the first three paragraphs of section 24(8) of the Conveyancing and Law of Property Act 1881;
- (d) in or towards payment of any debts or claims which are by statute payable in preference to the Indebtedness but only to the extent those debts or claims have that preference;
- (e) in or towards satisfaction of the Indebtedness; and
- (f) any surplus shall be paid to the Mortgagor or any other person who may be entitled to it.

12.2 Suspense account

Any moneys received, recovered or realised under the powers conferred under this Mortgage may, at the discretion of the Security Holder, be placed in a suspense account and kept there for so long as the Security Holder thinks fit pending application from time to time (as

the Security Holder shall be entitled to do as it may think fit) of such moneys in or towards discharge of the Indebtedness.

12.3 *Conveyancing and Law of Property Act 1881*

The provisions of clauses 12.1 and 12.2 shall take effect as and by way of variation and extension to the provisions of section 24 of the Conveyancing and Law of Property Act 1881.

12.4 *Protection of purchasers*

- (a) Any person (including, without limitation, any purchaser, mortgagor or mortgagee) (in this clause a “**purchaser**”) dealing with the Security Holder may assume without inquiry that:
 - (1) some part of the Indebtedness has become due;
 - (2) a demand for such Indebtedness has been duly made; and
 - (3) such Indebtedness has become due within the meaning of section 19 of the Conveyancing and Law of Property Act 1881 and section 4 of the Conveyancing and Law of Property Act 1911;
- (b) No purchaser dealing with the Receiver or the Security Holder is to be concerned to enquire whether any power exercised or purported to be exercised by the Receiver or the Security Holder has become exercisable, or as to the propriety or regularity of any sale by, or other dealing with, the Receiver or the Security Holder. Any such sale or dealing is deemed to be within the powers conferred by this Mortgage and to be valid and effective accordingly. All the protection to purchasers contained in section 21 of the Conveyancing and Law of Property Act 1881 (as amended by section 5 of the Conveyancing and Law of Property Act 1911) and section 22 of the Conveyancing and Law of Property Act 1881 and article 52(3) of the Insolvency (Northern Ireland) Order 1989 apply to any purchaser.

13 INDEMNITIES AND COSTS AND EXPENSES

13.1 *Enforcement costs*

The Mortgagor hereby undertakes with the Security Holder to pay on demand all costs, charges and expenses including, without limitation, all legal and all other costs, charges and expenses (including any internal management, monitoring or enforcement costs, charges and expenses of the Security Holder) on a full and unqualified indemnity basis which may be incurred by the Security Holder or by any Receiver in or incidental to the enforcement, attempted enforcement, preservation or attempted preservation of any of the security created by or pursuant to this Mortgage or any of the Mortgaged Property or in

the administration and management of the Mortgagor's accounts with the Security Holder or in the collection of the Indebtedness, together with interest at the Default Rate from the date on which such costs, charges or expenses are incurred until the date of payment by the Mortgagor (both before and after judgment). Any taxation of such costs, charges and expenses shall be on an indemnity basis.

13.2 *No liability as mortgagee in possession*

Neither the Security Holder nor any nominee, delegate or any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Mortgaged Property or be liable for any loss upon realisation or exercise of any power, authority or right of the Security Holder or the Receiver arising under this Mortgage or for any act or default or omission of any nature whatsoever for which a mortgagee in possession may be liable as such.

13.3 *Indemnity from Mortgaged Property*

The Security Holder and any Receiver, attorney, agent or other person appointed by the Security Holder or any Receiver under this Mortgage and the Security Holder's officers and employees (each an "Indemnified Party") shall be entitled to be indemnified out of the Mortgaged Property in respect of all costs, losses, actions, claims, expenses, demands or liabilities whether in contract, tort, delict or otherwise and whether arising at common law, in equity or by statute which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising directly or indirectly out of or as a consequence of:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Mortgage; or
- (b) any breach by the Mortgagor of any of its obligations under this Mortgage; or
- (c) an Environmental Claim being made or asserted against an Indemnified Party which would not have arisen if this Mortgage had not been executed and which was not caused by the wilful default of the relevant Indemnified Party

and the Mortgagor shall indemnify the Security Holder and any Receiver against any such matters.

14 POWER OF ATTORNEY

14.1 *Power of attorney*

The Mortgagor by way of security hereby irrevocably appoints each of the Security Holder and any Receiver jointly and severally to be its attorney with full power of delegation in its name and on its behalf:

- (a) to sign, execute, seal, complete and deliver any document, deed, agreement, instruments or act which the Security Holder or such Receiver may require for perfecting the title of the Security Holder to the Mortgaged Property or for vesting the same in the Security Holder, its nominees or any purchaser or generally for any of the purposes set out in this Mortgage;
- (b) to sign, execute, seal, complete and deliver any assignment or transfer of any intoxicating liquor licence(s) attached to the Mortgaged Property or any part thereof and any other licence attached to the Mortgaged Property or any part thereof into the name of the person or persons who under any sale thereof shall become entitled to the Mortgaged Property or the licence or licences attached thereto or to apply for a renewal of said licence(s) and to give and sign all notices and to do and execute all acts instruments and things which the Security Holder may consider necessary for obtaining transferring or renewing the said licence(s) in manner aforesaid
- (c) to sign, execute, seal, complete and deliver and otherwise perfect any further security document referred to in clause 16; and
- (d) otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Security Holder or a Receiver under this Mortgage or which may be deemed expedient by the Security Holder or a Receiver in connection with any Disposal, realisation or getting in by the Security Holder or such Receiver of the Mortgaged Property or any part thereof or in connection with any other exercise of any power under this Mortgage.

14.2 Ratification

The Mortgagor shall ratify and confirm all transactions entered into by the Security Holder, any Receiver or any delegate of the Security Holder in the exercise or purported exercise of the Security Holder's or the Receiver's respective powers and all things done by the Security Holder, such Receiver or delegate by virtue of any power of attorney given by this clause 14.

14.3 Irrevocable

The Mortgagor hereby acknowledges that the power of attorney hereby granted to the Security Holder, any Receiver and its delegates and substitutes is granted irrevocably and for value as part of the security constituted by this Mortgage to secure the proprietary interests of and the performance of obligations owed to the respective donees within the meaning and for the purposes of the Powers of Attorney Act (Northern Ireland) 1971.

15 CONTINUING SECURITY AND OTHER MATTERS

15.1 This Mortgage and the obligations of the Mortgagor under this Mortgage shall:

- (a) secure the Indebtedness owing to the Security Holder by the Mortgagor and shall be a continuing security notwithstanding any payment or settlement of account or other matter whatsoever;
- (b) be in addition to, and not prejudice or affect, any present or future guarantee, indemnity, Security Right, right or remedy held by or available to the Security Holder;
- (c) not merge with or be in any way prejudiced or affected by the existence of any such guarantees, indemnities, Security Rights, rights or remedies or by the same being or becoming wholly or in part void, voidable or unenforceable on any ground whatsoever or by the Security Holder dealing with, exchanging, releasing, varying or failing to perfect or enforce any of the same, or giving time for payment or indulgence or compounding with any other person liable;
- (d) not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Mortgagor in respect of any Indebtedness nor by any legal limitation in any matter in respect of any Indebtedness or by any other fact or circumstances (whether known or not to the Mortgagor or the Security Holder) as a result of which any Indebtedness may be rendered illegal, void or unenforceable by the Security Holder; and
- (e) remain binding on the Mortgagor notwithstanding any amalgamation, reconstruction, reorganisation, merger, sale or transfer by or involving the Security Holder or of the assets of the Security Holder and for this purpose this Mortgage and all rights conferred on the Security Holder under it may be assigned or transferred by the Security Holder accordingly.

15.2 *Other security*

The Security Holder shall not be obliged to resort to any guarantees, indemnities, Security Rights or other means of payment now or hereafter held by or available to it before enforcing this Mortgage and no action taken or omitted by the Security Holder in connection with any such guarantees, indemnities, Security Rights or other means of payment shall discharge, reduce, prejudice or affect the liability of the Mortgagor or the Indebtedness, nor shall the Security Holder be obliged to account for any money or other property received or recovered in consequence of any enforcement or realisation of any such guarantees, indemnities, Security Rights or other means of payment.

15.3 Settlements conditional

Any release, discharge of this Mortgage or settlement of the Indebtedness shall be conditional upon no security, disposition or payment to the Security Holder by the Mortgagor or any other person being void, set aside, reduced or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Security Holder shall be entitled to enforce this Mortgage and any other rights it would have been entitled to exercise subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made.

16 FURTHER ASSURANCE

16.1 Further assurance

The Mortgagor shall if and when at any time required by the Security Holder:

- (a) execute such further Security Rights and assurances in favour of the Security Holder and do and deliver all such acts and things as the Security Holder shall from time to time require over or in relation to all or any of the Mortgaged Property to secure the Indebtedness or to perfect or protect the security intended to be created by this Mortgage over the Mortgaged Property or any part of it; and
- (b) at any time on or after the Enforcement Date do and execute all acts, deeds and documents which the Security Holder may then require to facilitate the realisation of the Mortgaged Property.

16.2 Certain documentary requirements

Such further assurances shall be prepared by or on behalf of the Security Holder at the expense of the Mortgagor and shall contain (a) an immediate power of sale without notice, (b) a clause excluding section 17 of the Conveyancing and Law of Property Act 1881 and the restrictions contained in section 20 of the Conveyancing and Law of Property Act 1881 and (c) such other clauses for the benefit of the Security Holder as the Security Holder may require.

17 CURRENCIES

17.1 Conversion of currencies

All moneys received or held by the Security Holder or by a Receiver under this Mortgage at any time on or after the Enforcement Date in a currency other than a currency in which the Indebtedness is denominated may from time to time be sold for such one or more of the currencies in which the Indebtedness is denominated as the Security Holder or any Receiver considers necessary or desirable and the Mortgagor shall indemnify the Security Holder against the full cost

(including all costs, charges and expenses) incurred in relation to such sale. Neither the Security Holder nor any Receiver shall have any liability to the Mortgagor in respect of any loss resulting from any fluctuation in exchange rates after any such sale.

17.2 *Currency indemnity*

No payment to the Security Holder (whether under any judgment or court order or otherwise) shall discharge the obligation or liability of the Mortgagor in respect of which it was made unless and until the Security Holder shall have received payment in full in the currency in which such obligation or liability was incurred. To the extent that the amount of any such payment shall on actual conversion into such currency fall short of such obligation or liability expressed in that currency the Security Holder shall have a further separate cause of action against the Mortgagor and shall be entitled to enforce the mortgages and/or charges hereby created to recover the amount of the shortfall.

- 17.3 None of the persons included in the expression "the Mortgagor" shall as against the Security Holder be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression "the Mortgagor".

18 PARTNERSHIP ISSUES

18.1 *Representations*

Where this Mortgage secures Partnership Indebtedness:

- (a) each person executing this Mortgage represents that he is in Partnership with the other persons executing this Mortgage, that all the Partners as at the date of this Mortgage have executed this Mortgage, that all the Mortgaged Property belongs to the Partnership and the Partners executing this Mortgage have all of the necessary powers and authority to enter into this Mortgage; and
- (b) for all purposes under or in connection with this Mortgage each person executing this Mortgage shall be deemed to be in Partnership with the other persons executing this Mortgage.

18.2 *Change in Partnership*

- (a) So far as the Partners are aware they have all the necessary powers to enter into this Mortgage;
- (b) If:
 - (i) any of the Partners retires, dies or otherwise ceases to be a Partner ("**Retiring Partner**"); or
 - (ii) a new person becomes a Partner ("**New Partner**"); or

(iii) the Partnership is dissolved;

the Mortgagor shall immediately inform the Bank in writing. The Bank shall have the right to require, and the Mortgagor shall procure that, a Retiring Partner and a New Partner signs and delivers and otherwise perfects any deed, assurance, agreement, instrument or act which the Bank may require. The liability of the Mortgagor and each Partner (including the liability of a Retiring Partner and New Partner) for the Indebtedness and the validity, enforceability and continuing security of this Mortgage shall not be affected by the departure of a Retiring Partner from the Partnership and/or the appointment of a New Partner and/or the dissolution of the Partnership.

19 NOTICES

19.1 *Notices by Mortgagor*

Any notice, certificate or other correspondence required to be sent or given by the Mortgagor to the Security Holder shall be addressed to the Security Holder and sent by first class post to the address specified below or to such other address as may from time to time be notified by the Security Holder to the Mortgagor for this purpose.

Santander UK plc
Santander Corporate Banking
Belfast Business Centre
Abbey House
1 May's Meadow
Belfast
BT1 3PH

19.2 *Notices by the Security Holder*

Any notice, correspondence or demand for payment by the Bank under this Mortgage shall, without prejudice to any other effective mode of making the same, be deemed to have been properly served on the Mortgagor if served on him or any one of the Partners or delivered or sent by post to the Mortgagor at his address in this Mortgage or any other address from time to time notified by the Mortgagor to the Bank. Where two or more persons comprise the Mortgagor service of a notice or demand on any one of such persons shall be deemed to be service on all.

19.3 *Time of service*

Any such notice, correspondence or demand shall be deemed to have been served (if delivered personally) when delivered personally (if sent by post) at 9.00am on the second day (not being a Saturday, Sunday or public holiday) following the day of posting (notwithstanding that it be undelivered or returned undelivered). In proving the giving of a notice such method of service shall be conclusive evidence.

19.4 *Notices conclusive*

Any such notice or demand or any certificate as to the amount at any time secured by this Mortgage shall be conclusive and binding upon the Mortgagor if signed by an officer of the Security Holder.

20 REGULATED AGREEMENT

This security shall not extend or apply to any obligation under a regulated agreement except:

- (i) a regulated agreement which embodies this security as required by the Consumer Credit Act 1974 ("the Act")
- (ii) a regulated agreement to which the provisions of Part V of the Act do not apply at the date hereof, including (but not by way of limitation) an agreement to overdraw on a current account within the meaning of the Act.

For the purposes of this clause, "regulated agreement" shall have the meaning given by the Act, but shall also include any agreement which or of which any part would, but for this clause, become a regulated agreement by virtue of this security and Section 82 of the Act.

21 MISCELLANEOUS

21.1 Remedies cumulative

No failure or delay on the part of the Security Holder to exercise any power, right or remedy shall operate or be construed as a waiver. Any single or any partial exercise or waiver of any power, right or remedy shall not preclude its further exercise or the exercise of any other power, right or remedy. The powers, rights and remedies provided by this Mortgage are cumulative and are not exclusive of any powers, rights and remedies provided by law.

21.2 Preservation of rights

The Security Holder may in, its absolute discretion, grant time or other indulgence or make any other arrangement, variation or release with any person not a party hereto or affecting or concerning any such person in respect of the Indebtedness or in respect of any Security Right or any guarantee for the Indebtedness, without in any such case prejudicing, affecting or impairing the security hereby constituted, or any of the rights, powers or remedies of the Security Holder or the exercise of the same, or the Indebtedness or other liability of the Mortgagor to the Security Holder.

21.3 Unfettered discretion

Any liability or power which may be exercised or any determination which may be made under this Mortgage by the Security Holder may be exercised or made in its absolute and unfettered discretion and it shall not be obliged to give any reasons.

- 21.4 (a) Each of the provisions of this Mortgage is severable and distinct from the others and if any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions of this Mortgage shall not in any way be affected or impaired thereby.
- (b) If any invalid or unenforceable clause (or part of a clause) would not be invalid or unenforceable if its drafting or effect were modified in any way, the Mortgagor agrees that the Security Holder can require such clause to be modified so as to be valid and enforceable.

21.5 Consolidation

Section 17 of the Conveyancing and Law of Property Act 1881 shall not apply to the security created by this Mortgage or to any security given to the Security Holder pursuant to this Mortgage.

21.6 No Prejudice

This security shall not be deemed to be a giving of time upon any other security, and shall not be prejudiced by the settlement of any account, nor affect nor be affected by any legal or equitable mortgage (whether comprising the Mortgaged Property or not), or any collateral or other security which the Security Holder may now hold, or hereafter from time to time take for the monies hereby secured.

22 INTERPRETATION

22.1 Successors and assigns

- (a) the expression "the Mortgagor" where the context so admits or requires includes its successors and assigns whether immediate or derivative;
- (b) the expression "the Security Holder" where the context so admits or requires includes its successors and assigns whether immediate or derivative and any person with whom the Security Holder may amalgamate.

22.2 Construction of certain terms

In this Mortgage, unless the context otherwise requires:

- (a) words importing the singular include the plural and vice versa;
- (b) reference to (or to any specified provision of) this Mortgage, the Facility Letter or any other document shall be construed as references to this Mortgage or Facility Letter, that provision or that document as in force for the time being and as amended in accordance with its terms or, as the case may be, with the agreement of the relevant parties and (where the consent of

the Security Holder is, by the terms of this Mortgage or the relevant document, required to be obtained as a condition to such amendment being permitted) the prior written consent of the Security Holder;

- (c) references to a person shall be construed as including references to an individual, firm, company, body corporate, corporation, unincorporated body of persons, Authority, building society or partnership (whether or not having separate legal personality) or any combination of the foregoing;
- (d) references to statutory provisions shall be construed as references to those provisions as replaced, amended or re-enacted from time to time and any order, instrument, regulation or bye-law made or issued thereunder; and
- (e) where the expression "Mortgagor" includes more than one person the expression shall include each and all of such persons as the context may permit, and each such person shall be jointly and severally liable under this Mortgage.

22.3 *Effect as a deed*

This Mortgage is intended to take effect as a deed.

22.4 *No restriction on interpretation*

In construing this Mortgage the interpretation of general words shall not be restricted by being preceded by words indicating a particular class of acts, matters or things or by being followed by particular examples.

22.5 *Transfer of rights*

- (a) The Mortgagor may not assign or otherwise transfer any of its rights or obligations under this Mortgage.
- (b) The Security Holder may at any time sell, assign, novate, sub-participate, securitize or otherwise transfer all or any part of its rights or obligations under this Mortgage (a "**Transfer**") to any person at any time (including without limitation, a successor or another entity within the Group (a "**Transferee**"). The Mortgagor consents to the disclosure by the Security Holder of any information and documentation concerning the Mortgagor to any prospective Transferee.
- (c) If there is a Transfer by the Security Holder, the Mortgagor will be bound to the Transferee and the rights and obligations of the Mortgagor under this Mortgage will remain the same. The Transferee will have the same powers, rights, benefits and obligations of the Security Holder to the extent they are sold, assigned, novated or otherwise transferred to the Transferee and the Security Holder will be released from its obligations to the Mortgagor to the extent that those obligations are assumed

by the Transferee. The Mortgagor will enter into all documents necessary to give effect to any such Transfer.

- (d) Any appointment or removal of a Receiver under clause 9 and any consents under this Mortgage may be made or given in writing signed or sealed by any successors or Transferees of the Security Holder and accordingly the Mortgagor hereby irrevocably appoints each Transferee of the Security Holder to be its attorney in the terms and for the purposes set out in clause 14.

22.6 *Reorganisation of the Security Holder or any other Group Member*

This Mortgage shall remain binding on the Mortgagor notwithstanding any change in the constitution of the Security Holder or any other Group Member or the absorption of same in, or amalgamation with, or the acquisition of all or part of the undertaking of same by any other person, or any reconstruction or reorganisation of any kind. The security granted by this Mortgage shall remain valid and effective in all respects in favour of any Transferee of the Security Holder or any other Group Member in the same manner as if such Transferee had been named in this Mortgage as a party instead of, or in addition to, the Security Holder.

23 LAW

23.1 *Northern Ireland law*

This Mortgage shall be governed by and shall be construed in accordance with the law of Northern Ireland.

23.2 *Jurisdiction*

The Mortgagor hereby irrevocably submits to the jurisdiction of the Northern Ireland Courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Security Holder to take proceedings against the Mortgagor in any other court of competent jurisdiction outside Northern Ireland, nor shall the taking of proceedings in any jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

IN WITNESS of the above this Mortgage has been executed and delivered by or on behalf of the parties on the date stated at the beginning of this Mortgage.

THE FIRST SCHEDULE

(Property)

ALL THAT AND THOSE leasehold lands and premises situate at and known as 10 Hunters Hill Park, Gilford being all of the lands and premises comprised within Land Registry Folio Number DN45569L County Down.

THE SECOND SCHEDULE

(Rent Authority)

To: [Tenant/Lessee]

Re: [] (the Property)

(1) We refer to the lease dated [] and made between [] and [] (the 'Lease').

(2) We [] give you notice that by a Mortgage ('the Mortgage') dated [] and made between [] (1) and Santander UK plc (as trustee for the Group Members) (2) (the 'Security Holder') all our right, title and interest in and to the Lease and the moneys from time to time due to [] in respect thereof have been assigned by way of security or charged to the Security Holder upon the terms set out in the Mortgage.

(3) We [] irrevocably and unconditionally instruct and authorise you to pay any rent payable by you under the Lease to our account with Santander UK plc to the credit of the [insert name of account]. Account Number [] Sort Code [] (the 'Rent Account').

(4) This letter supersedes any instructions previously given to you and you are hereby notified and authorised to disregard any letter notice or instruction purporting to countermand or supersede or vary the instructions herein contained unless such letter notice or instruction is given or sent by [] You are requested to sign the attached form of acknowledgement of this letter by way of acknowledgement of receipt of this notice and return the signed acknowledgement to the Security Holder .

Yours faithfully

For and on behalf of

[]

To Santander UK plc

[date]

Dear Sirs,

Re: [the 'Property']

1 We have received from [] (the 'Chargor') a notice dated [] ('the Notice') of the Mortgage dated [] given by the Chargor to you and we accept the instructions and authorisations contained in the Notice.

2 We have not received any other notices of charge or assignment regarding the rent and other moneys payable by us under the Lease (as defined in the Notice).

3 We shall pay all rent and other moneys payable by us under the Lease as directed by the Notice until we receive your written instructions to the contrary.

Yours faithfully

For and on behalf of

[name of Tenant]

Executed by **GP FARMING LIMITED**

acting by _____, a director and

.....

Director

a director **OR** its secretary

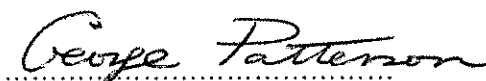
.....

Director **OR** Secretary

OR

Executed by **GP FARMING LIMITED**

acting by  a director, in the presence of: 



Director

SIGNATURE OF WITNESS

NAME OF WITNESS

ADDRESS OF WITNESS

Stephen Maxwell
Solicitor
TD Gibson & Co
107 Church Street
Portadown, BT62 3DD

OCCUPATION OF WITNESS