In accordance with Sections 859A and 859J of the Companies Act 2006.

# MR01
## Particulars of a charge

IRIS Laserform

COMPANIES HOUSE
FEE PAID
BELFAST

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

**You can use the WebFiling service to file this form online.**
Please go to www.companieshouse.gov.uk

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

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument. Use form MR08.

For further information, please refer to our guidance at: www.companieshouse.gov.uk

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

You **must** enclose a certified copy of the instrument with this form. This scanned and placed on the public record.

TUESDAY

*J29SNCPF*
JNI 04/06/2013 #91
COMPANIES HOUSE

### 1 Company details

| | |
|---|---|
| Company number | N I 3 4 0 8 1 |
| Company name in full | ABEY DEVELOPMENTS LIMITED **(the Assignor)** |

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

All fields are mandatory unless specified or indicated by *

### 2 Charge creation date

| | |
|---|---|
| Charge creation date | d3 d0 m0 m5 y2 y0 y1 y3 |

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

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

| | |
|---|---|
| Name | The Governor and Company of the Bank of Ireland |
| Name | Bank of Ireland (UK) PLC |
| Name | |
| Name | |

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

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

## 4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

**Continuation page**
Please use a continuation page if you need to enter more details.

Description

## 5 Fixed charge or fixed security

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

[y] **Yes**

☐ **No**

## 6 Floating charge

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

☐ **Yes** Continue

[n] **No** Go to **Section 7**

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

☐ **Yes**

## 7 Negative Pledge

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

[y] **Yes**

☐ **No**

## 8 Trustee statement ❶

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

☐

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

## 9 Signature

Please sign the form here.

Signature

Signature

X TLT LLP X

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

# MR01
Particulars of a charge

## Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name James Boast

Company name Name

Address Address1

Address2

Address3

Post town Town

County/Region County

Postcode P o s t c o d e

Country Country

DX DX

Telephone Tel

## Certificate

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

## Checklist

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

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

## Important information

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

## How to pay

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

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

## Where to send

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

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

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

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

## Further information

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

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

FILE COPY

# CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI34081

Charge code: NI03 4081 0010

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 30th May 2013 and created by ABEY DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th June 2013.

Given at Companies House, Belfast on 5th June 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATED THIS 30th DAY OF May 2013

(1) ABEY DEVELOPMENTS LIMITED

(2) THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

(AS SECURITY TRUSTEE)

---

# DEED OF ASSIGNMENT OF RENTS AND CHARGE ON RENTAL ACCOUNT

---

WE CERTIFY THAT THIS
IS A TRUE AND COMPLETE
COPY OF ITS ORIGINAL
TLT LLP
.....
TLT LLP
20 GRESHAM STREET
LONDON EC2V 7JE

Bank of Ireland

**40 Mespil Road**

**Dublin 4**

# LAND REGISTRY

**Folio Number(s): AN158174 AN147192 AN166364 AN162997 and AN165133**

**County: ANTRIM**

**Registered owner: ABEY DEVELOPMENTS LIMITED**

**THIS DEED** is made the 30th day of May 2013

**BETWEEN**

**ABEY DEVELOPMENTS LIMITED** with company number NI34081 and having its registered office at 8a Garvagh Road, Dungannon, County Tyrone (hereinafter called "the Assignor") of the one part; and

**THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** having its head office at 40 Mespil Road, Dublin 4, Ireland and with an address for service in Northern Ireland at 1 Donegall Square South, Belfast BT1 5LR (hereinafter called "the Bank" which expression where the context so admits shall include the person for the time being deriving title under it and its assigns) as security trustee for each of The Governor and Company of the Bank of Ireland aforesaid and Bank of Ireland (UK) PLC (company number 07022885) whose registered office is at Bow Bells House, 1 Bread Street, London EC4M 9BE to the extent that any monies of obligations are owned to them (together the "Secured Parties" and each a "Secured Party" which expressions where the context so admits shall include their successors and assigns from time to time) of the other part;

**AND** is supplemental to the legal charge dated 21 February 2005 ("the Prior Charge")

**WHEREAS**

1. By virtue of the Prior Charge the Property was charged to the Bank upon the terms therein set out.

2. The Secured Parties have granted or may hereafter grant the Assignor accommodation from time to time in some one or other of the modes in which bankers accommodate or grant facilities to their customers and in consideration thereof the Assignor has agreed to assign to the Bank as security trustee for the Secured Parties all rents accruing due from the Property..

**NOW THIS DEED WITNESSETH** as follows:

**Definitions and Interpretation**

In this Deed, the following expressions shall, unless the context otherwise requires, have the following meanings:

"**Charged Property**" means the property subject to the assignment created by clause 2.1 below and/or the charge created by clause 2.2 below;

"**Leases**" means any present or future lease or licence of all or any part of any part of the Property including (without limitation) the leases detailed in Schedule 1 Part II;

"**Property**" means Customs House Square Apartments, Ulster Street, Belfast as more particularly described and set out in Schedule 1 Part I;

"**Rent Account**" Means account number 24728039 sort code 90-23-97 held at Donegall Square South branch (as that account may be renumbered or re-designated from time to time) or such other account as the Bank may from time to time direct to which reference is made in clause 3;

"**Rental Income**" means the aggregate of all amounts payable to or for the benefit of account of the Assignor in connection with the letting of the Property or any part thereof under the Leases or otherwise, including (without duplication or limiting the generality of the foregoing) each of the following amounts to be payable:

(a) rent (and any amount equivalent thereto) payable whether it is variable or not and however or whenever it is described, reserved or made payable;

(b) any guarantee of any rent however described;

(c) any rent payable by virtue of a determination made by the Court under Article 5 of the Business Tenancies (Northern Ireland) Order 1996;

(d) any other moneys payable in respect of occupation and/or usage of such Property and every fixture and fitting therein and any and every fixture thereon for display or advertisement, on licence or otherwise;

(e) any profits awarded or agreed to be payable as a result of any proceedings taken or claim made for the same;

(f) any damages, compensation, settlement or expenses for or representing loss of rent or interest thereon awarded or agreed to be payable as a result of any proceedings taken or claim made for the same net of any costs, fees and expenses paid (and which have not been reimbursed to, and which are not recoverable by, the Assignor from any party) in furtherance of such proceedings so taken or claim so made;

(g) any moneys payable under any policy of insurance in respect of loss of rent or interest thereon;

(h) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of the Leases; and

(i) any interest payable on any sum referred to above and any damages, compensation or settlement payable in respect of the same;

but after deducting the following amounts to the extent included above:

(i) those amounts (if any) (together with any value added or similar taxes charged thereon) due to the Assignor from any tenants under the Leases or other occupiers by way of contribution to insurance premiums and the cost of insurance valuations or by way of service charges in respect of costs incurred or to be incurred by the Assignor under any repairing or similar obligations or in providing services to such tenant or tenants of such building;

(ii) any contribution (if any) to a sinking fund paid by any tenant or other occupier;

(iii) any value added tax or similar taxes payable on any of the items listed in paragraphs (a)-(i) above;

"**Secured Obligations**" means the monies, other liabilities, interest, commission and other banking charges referred to in sub-clauses 1.1 and 1.2 and all other monies and liabilities payable or to be discharged by the Assignor under or pursuant to any of the clauses of this Deed and references to Secured Obligations include references to any part thereof;

"**this Deed**" means this Deed of Assignment of Rents and Charge over Rental Income.

In this Deed:

(a) references to clauses and schedules are to be construed as references to the clauses and schedules of this Deed;
(b) the Schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed. Any reference to this Deed includes the Schedules.
(c) words importing the singular are to include the plural and vice versa;
(d) references to any statutory provision are to be construed as reference to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Deed) and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision;
(e) clause headings are for ease of reference only and are not intended to affect the interpretation of this Deed;
(f) words importing the neuter shall include the masculine and the feminine and vice versa.

**1. Covenant to pay monies and liabilities owing to the Bank**

1.1. The Assignor HEREBY COVENANTS that it will, on demand in writing being made on it, make due and punctual payment of, or discharge to the Bank as trustee for the Secured Parties all debts and liabilities, whether certain or contingent, which may now or hereafter be due, owing or incurred to either Secured Party anywhere or for which the Assignor may be or become liable to either Secured Party on any account or in any manner whatever in whatever currency denominated (whether as principal or surety and whether alone or jointly with any other person, firm or corporation and in whatever name, style or form) when the same shall become due and whether originally incurred, due or owing by virtue of a transfer, assignment or other disposition to or in favour a Secured Party or by virtue of rights of subrogation exercised by a Secured Party together with interest, commission, other banking charges and any legal, administrative and other costs, charges and expenses incurred by the Bank as security trustee for the Secured Parties or by a Secured Party in relation to this Deed of Assignment or in enforcing or seeking to enforce the security created hereby or any other security held by or offered to the Bank as security trustee for the Secured Parties for such liabilities on a full and unqualified indemnity basis.

1.2. The Assignor will pay interest to the date of repayment on the money so due or owing by it (whether before or after demand and whether before or after any judgment which may be recovered therefor) at such rate or rates and upon such terms as may from time to time be agreed between the Assignor and the Bank as security trustee for the Secured Parties (and in default of agreement, at the default rate of interest (if any) set out in any loan, facility or other credit agreement between the Assignor and the respective Secured Party and in accordance with the usual practice of the Secured Parties , such interest to be paid on interest payment dates in accordance with any relevant agreement upon such days in each year as the Secured Parties shall from time to time fix in accordance with its practice then current and such interest shall be compounded with rests on the said days in each year in the event of its not being punctually paid on the said days but without prejudice to the right of the Secured Parties to require payment of such interest.

1.3. For the avoidance of doubt, it is hereby agreed that if the Bank shall make demand upon the Assignor under this Clause 1 for payment or discharge of a liability which remains contingent as at the date of such demand the obligation of the Assignor shall be to provide the Bank as security trustee for the Secured Parties with immediate cash cover for the maximum amount of such liability.

**2. Creation of Charge**

2.1 The Assignor as beneficial owner as continuing security for the payment and discharge of the Secured Obligations **HEREBY ASSIGNS** unto the Bank as security trustee for the Secured Parties absolutely all of its rights title and interest in and to the Rental Income subject to the right of redemption hereinafter contained, **PROVIDED** that nothing in this sub clause or elsewhere in this Deed shall constitute the Bank as a mortgagee in possession.

2.2 The Assignor as beneficial owner as continuing security for the payment and discharge of the Secured Obligations **HEREBY CHARGES** unto the Bank as security trustee for the Secured Parties by way of first fixed charge all sums of money standing to the credit of the Rent Account (as hereinafter defined) from time to time together with all securities, rent deposits and other sums standing to the credit of the Rent Account and any interest from time to time accruing thereon.

2.3 Without prejudice to the generality of this clause, this Deed is made for the purpose of securing further advances and shall be a continuing security to the Bank as security trustee for the Secured Parties notwithstanding any intermediate payments or settlement of accounts or other matters whatsoever and shall be in addition to and shall not prejudice or be prejudiced by any rights of set-off, combination, lien or other rights exercisable by the Secured Parties or either of them y against the Assignor or by any securities, guarantees, indemnities and/or negotiable instruments now or hereafter held by the Bank as security trustee for the Secured Parties.

2.4 The Assignor's liability under this Deed in respect of any of the Secured Obligations shall not be discharged, prejudiced or affected by:

2.4.1 any security, guarantee, indemnity, remedy or other right held by, or available to, the Bank as security trustee for the Secured Parties that is or becomes wholly or partially illegal, void or unenforceable on any ground; or

2.4.2 either Secured Party renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement, or omitting to claim or enforce payment from any other person; or

2.4.3 any other act or omission which, but for this clause 2.4, might have discharged or otherwise prejudiced or affected the liability of the Assignor.

## 3. Restriction in Dealing with Rental Income

3.1 The Assignor shall at all times during the continuance of the security constituted by or pursuant to this Deed procure that the Rental Income shall be paid into the Rent Account and if the Bank has not already given notice pursuant to clause 6 below, the Assignor shall forthwith upon written demand from the Bank give notice in writing in the form set out in Schedule 3 (Notice of Assignment of Rental Income ) to its agents and to each of the lessees or occupiers of any part of the property (and to any lender if the Rent Account is not maintained with a Secured Party Bank by signing the Customer Authority as set out in Schedule 2 and providing same to the Bank) of the charging to the Bank as security trustee for the Secured Parties of the Rental Income and the Rent Account and shall procure that each addressee of such notice provides an acknowledgement in the form set out in Schedule 3 (Acknowledgement of Assignment of Rental Income) to the Bank that they will act in accordance with the terms of this clause and following any such demand until payment, or in respect of any sums not yet received by the Bank, the Assignor shall hold all Rental Income on trust for the Bank as security trustee for the Secured Parties.

3.2 The Assignor shall at any time on written demand by the Bank execute as security for the payment or discharge of the Secured Obligations 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 3.1 above in such form as the Bank

may require and such lodged document or instrument shall be prepared, completed and registered by and on behalf of the Bank as security trustee for the Secured Parties at the cost of the Assignor.

3.3 The Assignor shall not at any time during the continuance of the security constituted by or pursuant to this Deed:

3.3.1 agree, purport to agree, review, renegotiate or settle any of the rents comprising the Charged Property save in accordance with the terms of the rent review provisions contained in the leases, licences, agreements or other documents governing the same, or otherwise with the consent of the Bank;

3.3.2 commute any rents or other sums payable to the Assignor or allow the same to be paid more than one quarter in advance from time to time;

3.3.3 waive any obligation to pay rents, licence fees or other such sums, or apportion or exonerate any obligations to pay such rents, licence fees or other sums, in each case whether formally or informally; or

3.3.4 in any other way, prejudice the interests of either Secured Party by reducing the amount payable under the leases, licences, agreements or other documents giving rise to the rents hereby assigned, whether by act, omission or otherwise including, without prejudice to the generality of the aforementioned, committing any breach of the covenants on the part of the Assignor in any such lease, licence, agreement or other document as aforesaid.

3.4 The Assignor shall at all times throughout the continuance of the security provided by this Deed maintain insurance in respect of at least three years' loss of rent in the event of damage or destruction of the Property or any part thereof, which insurance shall name the Secured Parties as co-insured or joint loss payee, and shall provide evidence of such insurance and payment of the last premium upon request by the Bank from time to time.

3.5 The Assignor shall at no time throughout the continuance of the security created by this Deed purport to, agree to or otherwise attempt to assign the benefit of the Charged Property to any other party, whether ranking in priority to, pari passu with or subordinate to the interests of the Bank as security trustee for the Secured Parties or of the Secured Parties herein.

3.6 The Assignor shall not assign, transfer, charge or otherwise alienate, deal with or encumber any or all of the money or interest subject to this Deed or any right, title or interest therein, or agree to do so however nothing in this clause 3.6 or any other provision of this Deed shall in any way restrict, prevent or prohibit the ability of either Secured Party to assign the benefit of the same to any party.

3.7 Either Secured Party may at any time without the consent of or notice to the Assignor assign or transfer the whole or any part of that Secured Party's rights and/or obligations under this Deed to any person. And in connection therewith the Bank may disclose such information about the Assignor, the Leases, the Property, the Charged Property, the Rental Income and/or the Rent Account as the Bank considers appropriate to any actual or proposed assignee or transferee or any other third party.

3.8 The Assignor shall not, except with the prior written consent of the Bank agree to any variation of the Leases or release any tenant under the Leases from any of its obligations or waive any breach of any of the obligations of any tenant thereunder or consent to any such act or omission of any tenant as would otherwise constitute such breach.

3.9 The Assignor will perform its obligations under the Leases and will use its best endeavours to procure that each tenant complies with its obligations thereunder and neither this Deed

nor any payment hereunder shall cause either Secured Party to be under any obligation or liability in respect of the Leases.

3.10 For the avoidance of doubt, and without prejudice to the preceding provisions of this clause 3, the parties hereto agree that the sums standing to the credit of the Rent Account shall not be available for use or debit by the Assignor without the express prior consent in writing of the Bank as security trustee for the Secured Parties.

## 4. Release of charge

4.1 If the Bank acting at its discretion and as security trustee for the Secured Parties is satisfied that all the Secured Obligations have been discharged in full and all facilities that might give rise to the Secured Obligations have been terminated and the Secured Parties are satisfied that neither Secured Party has any further obligation whether actual or contingent to make any credit or other accommodation available to the Assignor under any loan or facility agreement or otherwise then the Bank as security trustee for the Secured Parties shall at the request and cost of the Assignor execute and do all such deeds acts and things as may be necessary to reassign to the Assignor or to whom it may direct the things and matters hereby assigned and as may be necessary to release the assets hereby charged from that charge.

4.2 If the Bank considers that an amount paid by the Assignor in respect of the Secured Obligations is capable of being avoided or otherwise set aside on the liquidation or administration of the Assignor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed, and any release of the security occasioned by such payment shall be set aside so that the security constituted by this Deed shall be deemed to remain in full force and effect as if such release had never taken place.

## 5. Enforcement provisions

5.1 The Assignor waives:

5.1.1 any right it may have to require the Bank to enforce any security or any other right, or claim any payment from, or otherwise proceed against, any other person before enforcing this Deed against the Assignor and confirms that the Bank may at any time hereafter enforce this Deed, without notice to the Assignor and without any further or other consent from the Assignor, by applying or transferring as the Bank thinks fit all or part of any money or interest subject to this Deed at any time or times (whether on or before or after the expiry of any fixed or minimum period for which such money may have been deposited) in or towards satisfaction of all or such part of the Secured Obligations as the Bank as security trustee for the Secured Parties may determine; and

5.1.2 any present or future right of set-off it may have in respect of the Secured Obligations (including sums payable by the Assignor under this Deed).

5.2 Without prejudice to the foregoing rights of the Bank as security trustee for the Secured Parties and as a separate and independent stipulation, the Assignor agrees that the Bank, in its capacity as security trustee for the Secured Parties, may at any time or times without notice to the Assignor combine or consolidate any or all sums of money (or part(s) thereof) now standing or hereafter from time to time standing to the credit of the Assignor upon current account, deposit account or any other account or otherwise in whatever currency in any part of the world (whether opened by or with either Secured Party on behalf of the Assignor with some third party and whether opened in the name of the Assignor or in the name of the Bank as security trustee for the Secured Parties or otherwise) with all or such part of the Secured Obligations as the Bank as security trustee for the Secured Parties may determine (whether presently payable or not).

5.3 Pursuant to the charge created by clause 2.2 of this Deed, the Bank shall have the power of sale and all other powers conferred by the Conveyancing and Law of Property Act 1881 (hereinafter called "the Act") upon mortgagees in respect of the property subject to the said charge, with and subject to the following modifications:

5.3.1 the monies hereby secured shall be deemed to have become due within the meaning of the Act and Section 4 of the Conveyancing Act 1911 for all the purposes thereof when a demand for payment of any part thereof shall have been made in manner aforesaid;

5.3.2 the said power of sale shall be exercisable without the restrictions on its exercise imposed by Section 20 of the Act; and

5.3.3 without prejudice to the generality of the aforementioned, the Bank shall have full power and ability to collect Rental Income directly from the tenants, licensees or other occupiers of the Charged Property at any time after a demand has been made as referred to in clause 5.3.1 above without requiring any consent from the Assignor and shall have the power to take steps against the said tenants, licensees and other occupiers accordingly in order to enforce such right and collect in said Rental Income without objection or hindrance by the Assignor.

5.4 For the avoidance of doubt, the powers conferred on any receiver appointed hereby shall be extended to permit the receiver to exercise all powers as are described in Schedule 1 to the Insolvency (Northern Ireland) Order 1989 in respect of the money standing to the credit of the Rent Account, whether or not said receiver is an "administrative receiver" as defined in the Insolvency (Northern Ireland) Order 1989.

## 6. Power of Attorney

The Assignor hereby irrevocably and unconditionally appoints the Bank as its lawful attorney in its name, at its expense and on its behalf to execute any documents or correspondence, or to give any instructions, required to give effect to the obligations on the part of the Assignor and the provisions herein contained including (without limitation) instructions for the withdrawal of any sums which may have been placed upon the Assignor's behalf with any third party and for the use of any money or interest subject to this Deed to purchase any currency or currencies required to effect such application. Without prejudice to the generality of the aforementioned power of attorney, the Assignor hereby authorises the Bank to serve written notice on its behalf on any agent, tenant, licensee, occupier or other similar party advising them as to the existence of this Deed, the terms hereof or any enforcement of the rights of the Bank as security trustee for the Secured Parties hereunder, at any time during the subsistence of this Deed.

## 7. General provisions

7.1 A third party (being any person other than the Assignor, the Bank or the Secured Parties and their successors and assigns and any receiver or administrator or delegate) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.

7.2 Where this Deed is signed by or on behalf of two or more persons, the obligations and liabilities of such persons under it shall be joint and several. In this Deed the singular shall include the plural and vice versa.

7.3 No failure to exercise and no delay in exercising on the part of the Bank , any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

7.4 Each of the provisions of this Deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable, the remaining provisions shall not in any be affected.

## 8. Governing law and jurisdiction

The provisions of this Deed shall be governed by and interpreted in accordance with the laws of Northern Ireland, and the parties hereto submit to the exclusive jurisdiction of the Northern Irish courts in relation to any dispute arising hereunder. This clause applies for the exclusive benefit of the Bank as security trustee for the Secured Parties and shall not preclude the Bank in its capacity as security trustee for the Secured Parties from bringing any action against the Assignor in any other jurisdiction.

## Schedule 1

### PART I

### "The Property"

1. Customs House Square Apartments, Ulster Street, Belfast

### PART II

### "The Leases"

All rent and other sums, present or future, owing to the Assignor by any person under any occupational leases or licences (including any penalties, fines or interest relating to any taxes on such rent, but excluding all amounts payable in respect of insurance, insurance rents, service charges and such taxes and any other running costs) in respect of the Property

## Schedule 2

## NOTIFICATION, AUTHORITY AND ACKNOWLEDGEMENT OF CHARGE ON ACCOUNT

1. Notification of Charge

| | |
|---|---|
| To: | Bank of Ireland (UK) PLC |
| Address of Financial Institution: | Bow Bells House, 1 Bread Street, London EC4M 9BE and having a place of business at 1 Donegall Square South Belfast BT1 5LR |
| Account Number: | |
| with you In the name(s) of: | |
| ("the Customer(s)") | |

We request that you note that the customer(s) has/have by a Charge dated _____ charged to the Governor and Company of the Bank of Ireland ("the Bank") the monies in the above account. Please also note that the acknowledgement/statement/confirmation with the relative official withdrawal form and the notice of withdrawal will be given by us.

You will find at Section 2 overleaf the customer(s)' authority to remit all monies in the Account to the Bank or such other account as the Bank may direct.

Kindly acknowledge receipt of this letter at Section 3 below.

Dated this [ ] day of [ ] 20 [11]

_____ Relationship Manager

2. Customer(s)' authority

To: Bank of Ireland (UK) PLC

Address of Financial Institution: /Bow Bells House, 1 Bread Street, London EC4M 9BE and having a place of business at 1 Donegall Square South Belfast BT1 5LR

Account Number:

With reference to the above I/we, the above account holder(s) authorise you to remit all monies in the account that may become due and payable direct to the Governor and Company of the Bank of Ireland, 1 Donegall Square South, Belfast BT1 5LR ("the Bank") to account number [ ] sort code [ ] in the name of the Account Holder, or such other account as the Bank may direct.

I/we further authorise you to accept from the Bank such notice calling for repayment of monies in the above account as may be requisite. These instructions are irrevocable unless the Bank should consent to their cancellation in writing.

Dated this [ ] day of [ ] 20 [ ]

Account Holder
Authorised Signatory/Director

Account Holder
Authorised Signatory/Director

3. Acknowledgement of Receipt

We hereby acknowledge receipt of the above notice and undertake to act in accordance with it.

Dated this [ ] day of [ ] 20 [ ]

Signed on behalf of

Authorised Signatory

## Schedule 3

## NOTICE OF ASSIGNMENT

From: (the "Landlord")

To:

[Date]

Dear Sirs,

**Notice of assignment (the "Notice")**
**re: lease dated [ ] (the "Lease") between [ ] and [ ]**

We hereby give you notice that by an assignment dated [ ] and made between us and The Governor and Company of the Bank of Ireland (the "Bank"), we have assigned to the Bank absolutely all our rights, title and interest in and to all amounts payable to us or for our benefit or account in connection with the Lease (the "Rental Income"). We shall remain liable to perform our obligations under the Lease and the Bank does not assume any obligations to perform the obligations imposed on us by the Lease.

We irrevocably and unconditionally instruct and authorise you (notwithstanding any previous instructions which we may have given to the contrary), until you receive notice from us to the contrary, to pay all of the Rental Income to the rent account in our name with the Bank, account number [ ], sort code _ _-___-___ held at [ ] branch (as that account may be renumbered or re-designated from time to time) or such other account as the Bank may from time to time direct.

Please confirm your receipt of this Notice by signing the endorsement below and by returning it to us. Please also complete the enclosed acknowledgement of assignment and return it to the Bank together with a copy of this Notice duly receipted by you.

This letter is governed by the laws of Northern Ireland.

Yours faithfully

.....
an authorised signatory for and on behalf of

.....
Receipt of the foregoing Notice is acknowledged
and confirmed for and on behalf of the Tenant

## ACKNOWLEDGEMENT OF ASSIGNMENT

To: THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND
1 Donegall Square South, Belfast, BT1 5LR

[Date]

**Acknowledgement of Assignment**

We, [ ] (the "Tenant"), hereby acknowledge receipt of a notice of assignment (the "Notice") (a copy of which, duly receipted by us, is attached) from [ ] (the "Landlord") and acknowledge that such assignment is effective to confer on The Governor and Company of the Bank of Ireland (the "Bank") the rights to the Rental Income (as defined in the Notice) granted to the Landlord under the lease dated [ ] and made between the Landlord and the Tenant (the "Lease").

The Tenant acknowledges it is directly liable to the Bank for all of the Rental Income stated to be due to the Landlord under such Lease and the Tenant agrees to pay all such Rental Income, without any deduction, withholding, counterclaim or set off to the account of the Bank, details of which are set out in the Notice, until notified in writing by the Bank to the contrary.

.....
Authorised signatory for and on behalf of the Tenant

**IN WITENESS WHEREOF** this deed has been duly executed as a Deed the day and year first herein written:

**EXECUTED AS A DEED** by
**ABEY DEVELOPMENTS LIMITED**

acting pursuant to a Resolution of

its Board of Directors by

_____Director

_____*Director / Secretary*

***or***

**EXECUTED AS A DEED** by
**ABEY DEVELOPMENTS LIMITED**

acting by_____,a Director

in the presence of:

signed by
PADRAIG
DRAYNE,
Director

_____

*Signature of Witness*

KELLY ANNE RAFFERTY

*Name of Witness*

36 CANAL QUAY

COALISLAND, CO. TYRONE, BT71 4LR

*Address of Witness*

ACCOUNTS

*Occupation of Witness*