



Registration of a Charge

Company name: **ALMAC SCIENCES LIMITED**

Company number: **NI041550**



X5FNM3Q0

Received for Electronic Filing: **16/09/2016**

Details of Charge

Date of creation: **09/09/2016**

Charge code: **NI04 1550 0005**

Persons entitled: **NORTHERN BANK LIMITED**

Brief description: **THE FREEHOLD LAND AND PREMISES SITUATED AT AND KNOWN AS ALMAC HOUSE, 20 SEAGOE INDUSTRIAL ESTATE CRAIGAVON, CO.ARMAGH, AS COMPRISED IN FOLIO NO.AR8899 CO.ARMAGH**

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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

A&L GOODBODY



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI41550

Charge code: NI04 1550 0005

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 9th September 2016 and created by ALMAC SCIENCES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th September 2016 .

Given at Companies House, Belfast on 16th September 2016

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**

Branch :

Ref: Error! Unknown document property name.

Dated: 9th SEPTEMBER 2016

ALMAC SCIENCES LIMITED

as Mortgagor

TO

NORTHERN BANK LIMITED

as Lender

MORTGAGE

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 15th day of SEPTEMBER 2016

A&L Goodbody

A&L Goodbody Northern Ireland
6th Floor, 42-46 Fountain Street, Belfast. BT1 5EF

LAND REGISTRY

Folio AR8899 County Armagh

THIS IS A MORTGAGE OF PROPERTY given on:

Date:

9th SEPTEMBER 2016

by

Name(s)
and
address(es)
of
Mortgagor(s)

Almac Sciences Limited, a company incorporated in Northern Ireland
with registered number NI041550, having its registered office at:
20 Seagoe Industrial Estate
Craigavon
BT63 5QD

to **Northern Bank Limited**, having its registered office at Donegall Square West, Belfast BT1 6JS, acting for itself and in its capacity as Agent, Original Lender and Hedge Counterparty (the "**Lender**")

in respect of the property described below:

The freehold land and premises situated at and known as Almac House, 20 Seagoe Industrial Estate Craigavon, Co. Armagh as comprised in Folio No. AR8899 Co. Armagh

1. Definitions and Interpretation

- 1.1 In this Mortgage, words and expressions defined in the Facilities Agreement shall (unless otherwise defined herein or the context requires otherwise) have the same meaning herein and the following words and expressions shall have the following meanings, except where the context otherwise requires:

"Act"	means the Conveyancing and Law of Property Act 1881 (as amended by the Conveyancing Act 1911) as from time to time amended or re-enacted;
"Facilities Agreement"	means the facilities agreement originally dated 24 June 2011, as amended by amendment agreements dated 23 March 2012, 22 January 2013, 30 October 2013, 3 February 2015 and 3 September 2015, and supplemental agreements dated 27 June 2016 and 31 August 2016, and as further amended and restated pursuant to an amendment and restatement agreement dated on or about the date hereof, between, inter alios, Almac Group Limited as the Company, Almac Group Limited as the NI Borrower, Almac Central Management LLC, as US Borrower, the subsidiaries of the Company listed in Part II of Schedule 1 as the Original Guarantors, the financial institutions listed in Part III of Schedule 1 as Original Lenders, Northern Bank Limited as Agent, Arranger and Hedge Counterparty.
"Interest Rate"	means the interest rate or rates payable by the Mortgagor on the Secured Amounts, being the rate or rates agreed between the Mortgagor and the Bank from time to time (and in respect of sums due under the Finance Documents, determined in accordance with the provisions of Clause 9.3 of the Facilities Agreement) or, if no rate has been agreed in relation to any of the Secured Amounts, the rate which is one per cent per annum above the Bank's published base rate from time to time;
"Lender"	means Northern Bank Limited and any person to whom all or any of the rights of the Lender under this Mortgage are transferred pursuant to the terms of the Facilities Agreement and any successor in business to the Lender;
"Licence"	means any licence granted in respect of the Mortgaged Property under the provisions of the Licensing (Northern Ireland) Order 1996
"Mortgaged Property"	means: <ul style="list-style-type: none">(a) the property described at the beginning of this Mortgage and whatever estate, interest right or title which the Mortgagor may have in or to that property; and(b) all buildings and other things of whatever nature on, and intended to form part of, that property;(c) all fixed plant and machinery and fixtures now in and on the lands and buildings described at paragraphs (a) and (b) of this definition including such as are used or are required to carry on of the trade or business now or at any time or times carried on in and upon those lands and buildings and(d) all fixed plant and machinery and fixtures which may at any time hereafter be in upon or about those lands and buildings whether the same shall be in addition to or be substituted for all or any of the machinery chattels and things mentioned at paragraph (c) of this definition.
"the Mortgagor"	means each person named at the beginning of this Mortgage who or which executes this Mortgage as mortgagor, any other person which executes this Mortgage as mortgagor and any party to whom any of the rights of such person under this Mortgage or to the Mortgaged Property or any part of it are transferred;
"person"	means an individual, firm or partnership, limited liability partnership, company, society or unincorporated association;
"Personal Goods"	means all furniture, contents and other goods at the Mortgaged Property, except those which form part of the Mortgaged Property;

- "Receiver" means any receiver or receiver and manager appointed by the Lender under this Mortgage.
- "Secured Amounts" means:
- (a) means any and all sums and liabilities (whether incurred solely or jointly, whether as principal or surety or in any other capacity, whether actual or contingent, whether now existing or hereafter arising, whether or not for the payment of money and including without limitation, any obligation or liability to pay damages) which are or may become payable or owing by the Mortgagor to the Lender from time to time, including, without limitation, under and pursuant to the terms of the Finance Documents; and
 - (b) interest at the Interest Rate on such sums and liabilities as may be due and/or owing to the Lender under this mortgage as provided for by Clause 2.2; and
 - (c) all legal and other costs charges and expenses which the Lender or any receiver may pay or incur in enforcing or trying to enforce payment under this mortgage or which are recoverable from the Mortgaged Property or which are paid or incurred in relation to any other matters under this mortgage
- 1.2 Words in the singular also include the plural. Words in the plural also include the singular.
- 1.3 A reference to "he", "him" or "his" includes "she", "her" and "hers" and "it" and "its".
- 1.4 Any reference to a statute or order shall include any statutory extension or modification or re-enactment of such statute or order and any regulations or orders made thereunder
- 1.5 a reference to any document includes that document as it has or may be amended, varied, assigned, novated, restated, supplemented or replaced from time to time including, for the avoidance of doubt, any increase or introduction of new loan facilities, increase in margin, extension of the term of the facilities or any other change having a material economic effect on the indebtedness of any Obligor, however fundamental, under the Finance Documents.
- 1.6 The "Lender", the "Mortgagor" or any other person shall be construed as to include its successors in title, permitted assigns and permitted transferees.
- 1.7 For the avoidance of doubt, this Mortgage is a Finance Document.
2. Agreement to Pay
- 2.1 The Mortgagor will make payment under this Mortgage of the Secured Amounts as and when they become due to be paid or discharged, or if no time has been agreed in relation to any of the Secured Amounts, the Mortgagor will make payment of them as soon as the Lender demands it.
- 2.2 The Mortgagor will pay interest on any of the Secured Amounts which are due or owing (such sum being an "Unpaid Sum") from the due date of such Unpaid Sum to the date of actual payment (after as well as before judgment) at the Interest Rate.
- 2.3 Any payment made by the Mortgagor under this Mortgage shall be made free and clear of and without any deduction for or on account of any set-off or counterclaim.
- 2.4 The Lender may debit any of the Mortgagor's accounts with the Lender with any sum payable by the Mortgagor to the Lender under this Mortgage.
3. Creation of Security
- 3.1 As a continuing security for payment to the Lender of the Secured Amounts, the Mortgagor as beneficial owner hereby:
- (a) charges so much of the Mortgaged Property as comprises registered land with the payment to the Lender of the Secured Amounts
 - (b) demises unto the Lender so much of the Mortgaged Property as comprises unregistered land of freehold tenure to hold the same unto the Lender for a term of ten thousand years; and
 - (c) demises unto the Lender so much of the Mortgaged property as comprises unregistered land of leasehold tenure to hold the same unto the Lender for the residue of the term(s) created by the lease(s) under which the same is held less the last ten days of such term(s);
 - (d) assigns to the Lender so much of the Mortgaged Property as does not consist of land to hold the same unto the Lender absolutely

- (e) assigns the Licence to the Lender to hold the same unto the Lender absolutely, subject in each case to the Mortgagor's right to have this Mortgage released under Clause 3.2. The Mortgagor is solely and beneficially interested in the Mortgaged Property. The security created by this Mortgage will include all of the Mortgagor's full interest in the Mortgaged Property and the proceeds of sale of the Mortgaged Property.
- 3.2 Once all the Secured Amounts have been unconditionally and irrevocably repaid or paid to the Lender in full, the Lender will at the Mortgagor's written request release the security created by this Mortgage. The Mortgagor will first pay all costs in connection with the release of this Mortgage.
- 3.3 The Mortgagor acknowledges that the Mortgagor is the Lender's tenant(s) of the Mortgaged Property at an annual rent of five pence (if demanded). The Mortgagor agrees that the Lender may terminate that tenancy at any time after the Lender makes demand for payment of any of the Secured Amounts without notice to the Mortgagor and may enter the Mortgaged Property. However, neither the receipt of any such rent nor the tenancy shall make the Lender liable to the Mortgagor or any other person as mortgagee in possession of the Mortgaged Property.
- 3.4 Subject to the Mortgagor's right to have this Mortgage released under Clause 3.2, the Mortgagor agrees to hold the reversion immediately following expiry of the term(s) created by Clause 3.1, on trust for the Lender and agree to sell, assign or otherwise dispose of the same as the Lender may direct. The Lender may at any time remove the Mortgagor or any other person as the trustee of the trust created by this clause and may appoint new trustees of that trust on such removal.
4. Restrictions
- 4.1 Without prejudice to the terms of the Facilities Agreement, unless the Lender's written consent has been obtained beforehand (which consent shall not be unreasonably withheld):
- (a) the Mortgagor will not sell, assign, lease, grant in fee farm, let, license, or otherwise dispose of or deal in any other way with, or part with possession of, any of the Mortgaged Property; and
 - (b) the Mortgagor shall not create any Security over any of the Mortgaged Property and will not allow any such Security to exist.
- 4.2 The Mortgagor may on obtaining the written consent of the Lender create or grant Leases for any term of years with or without taking a fine or premium and upon such terms and conditions and in all respects as the Mortgagor shall think fit. Where the written consent of the Lender is required by virtue of this clause, such written consent must be evidenced by an endorsement on the deed signed by either a Solicitor, Manager, Director or the Secretary of the Lender for the time being. The Lender shall not be required to join in any Lease created under this Clause.
5. Further assurance
- 5.1 The Mortgagor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s)):
- (a) to perfect the Security created or intended to be created under or evidenced by this Mortgage (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Mortgage) or for the exercise of any rights, powers and remedies of the Lender or the Finance Parties provided by or pursuant to the Finance Documents or by law;
 - (b) to facilitate the realisation of the assets which are, or are intended to be, the subject of this Mortgage.
6. Dealings with Personal Goods
- 6.1 If the Lender or a Receiver takes possession of the Mortgaged Property, and asks the Mortgagor to remove any Personal Goods from the Mortgaged Property, and if such goods are not removed when the Mortgagor is asked to do so, the Lender or the Receiver may remove, store or sell any Personal Goods.
- 6.2 Neither the Lender nor the Receiver will be liable for any loss or damage which the Mortgagor may suffer as a result of the Lender removing, storing or selling any Personal Goods provided that the Lender or the Receiver was acting in good faith.
- 6.3 Upon receipt of a demand from the Lender, the Mortgagor will:
- (a) reimburse the Lender for any expense incurred by the Lender or the Receiver in relation to the Personal Goods; and
 - (b) pay interest on any expense incurred in (a) above at the Interest Rate from the date on which the expense was incurred.
- 6.4 The Lender or the Receiver will account to the Mortgagor for the proceeds of sale of any Personal Goods after deducting any such expenses incurred by them provided that it or he is satisfied that it or he will not be liable for any such expenses in the future.
- 6.5 Nothing in this Mortgage will operate to transfer any right in any Personal Goods (save any that are part of the Mortgaged Property) to the Lender or the Receiver.
7. Bank's Powers etc

- 7.1 Although the Lender will have the power of sale given to mortgagees by the Act, the Lender will not be subject to any of the restrictions in the Act which require the giving of notice before the power of sale is exercised.
- 7.2 The Lender may:
- (a) lease and make agreements for leases of the Mortgaged Property or any part of it in return for a capital payment, rent or otherwise; and
 - (b) accept surrenders of leases and grant options of the Mortgaged Property or any part of it;
- in each case without any restriction imposed by the Act and on such terms as the Lender reasonably thinks fit.
- 7.3 If the Mortgaged Property is held under a lease, the Lender will be entitled to settle any claim by the landlord of that or any superior lease as the Lender reasonably thinks fit. Any sum paid to settle any such claim will be repayable by the Mortgagor with interest in accordance with Clause 2.2 from the date of payment by the Lender.
- 7.4 The powers set out in Clauses 7.1, 7.2 and 7.3 will arise when the Lender makes demand for payment of any of the Secured Amounts or an Event of Default has occurred, and can be exercised at that time or at any time afterwards.
- 7.5 The Lender does not have to account to the Mortgagor for any loss or damage suffered by it as a result of the Lender exercising any of its rights under this Mortgage where the Lender is acting in good faith.
- 7.6 The Lender may exercise all its rights under this Mortgage even if the Mortgagor goes into liquidation, or into administration, or an administrative receiver is appointed to the Mortgagor.
- 7.7 The security created by this Mortgage will not be released or discharged:
- (a) if the Lender gives the Mortgagor or any other person time for payment;
 - (b) if the Lender makes any arrangements with the Mortgagor or any other person;
 - (c) if the Lender releases any person who has guaranteed or provided security for the Secured Amounts;
- or
- (d) by any other matter or thing irrespective of when it happens (apart from an express release or discharge of the Mortgage duly signed by or on behalf of the Lender).
- 7.8 All moneys received by the Bank from the Mortgagor or any other person liable to pay any of the Secured Amounts may be applied by the Bank to any account or transaction to which such moneys may be applicable. Section 17 of the Act will not apply to this Mortgage. Therefore, unless the Lender otherwise agrees, the Mortgagor will not be allowed:
- (a) to repay the Secured Amounts unless at the same time the Mortgagor repays the amount secured by every other mortgage (irrespective of when it was given by the Mortgagor) held by the Lender over any of the Mortgagor's other property;
 - (b) to repay the amount secured by any other such mortgage unless at the same time the Mortgagor repays the Secured Amounts.
- 7.9 Without prejudice to clause 4.1 (*Restrictions*) of this Mortgage, If there is/are any prior mortgage(s) affecting the Mortgaged Property:
- (a) any sale by the Lender or any Receiver may be made subject to or discharged from any such prior mortgage(s) and the Lender or the Receiver may take any indemnity from the buyer. The Lender or the Receiver may settle and agree the accounts of any person who has the benefit of any such prior mortgage(s). Any account so settled and agreed will bind the Mortgagor provided that the Lender or the Receiver was acting in good faith; and
 - (b) if any person who has the benefit of any such prior mortgage(s) enforces or takes any step to enforce his or its security, the Lender or the Receiver may do whatever he or it thinks is necessary in order to take a transfer of such prior mortgage(s). The Mortgagor shall repay or pay to the Lender any sum paid by the Lender or the Receiver to the person who has the benefit of the prior mortgage(s) for such transfer and any costs incurred by the Lender or the Receiver in connection with such transfer together with interest at the Interest Rate from the date that the sum was paid or the costs were incurred.
- 7.10 Any purchaser of any of the Mortgaged Property or any other person dealing with the Lender may assume that any demand upon the Mortgagor for payment of any of the Secured Amounts has been properly made.
8. Appointment and powers of a Receiver
- 8.1 The Lender may by an instrument signed on behalf of the Lender appoint a Receiver or Receivers acting jointly and severally over the Mortgaged Property or any part of it (including a receiver of rents) at any time after an Event of Default or all or part of the Secured Amounts have become due and payable or the Mortgagor has requested the Lender to appoint a Receiver.
- 8.2 To the extent legally allowed, the Lender may remove any Receiver and appoint another or others in his place. The Lender may also appoint a Receiver in place of a Receiver who has resigned.
- 8.3 A Receiver may do (or choose not to do) anything in respect of the Mortgaged Property or Personal Goods which the Mortgagor can legally do (or choose not to do). A Receiver will act in the Mortgagor's name, unless he chooses to act in his own name. A Receiver may only act in the name of the Lender if he first obtains the Lender's written consent. A Receiver may exercise any of his powers under insolvency laws over the Mortgaged Property and/or Personal Goods, including without limitation those set out in Schedule 1 of the Insolvency (Northern Ireland) Order 1989 as if he were an administrative receiver and as if the Borrower were a Mortgagor. In addition, a Receiver may:
- (a) take possession of, deal with and manage the Mortgaged Property and/or the Personal Goods;

- (b) carry on any business at any time carried on by the Mortgagor at the Mortgaged Property;
 - (c) raise or borrow any money from the Lender or, with the Lender's prior written consent, from any other person, whether on the security of a mortgage or charge on all or any part of the Mortgaged Property or not, and such money will form part of the Secured Amounts;
 - (d) sell or agree in selling and let or agree in letting and surrender or agree in surrendering and accept surrenders of leases or tenancies of all or any part of the Mortgaged Property on such terms as the Receiver reasonably thinks fit;
 - (e) carry any sale, lease, tenancy or surrender of the Mortgaged Property into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the Mortgagor's name and on the Mortgagor's behalf;
 - (f) take any proceedings in relation to the Mortgaged Property or the Personal Goods, including proceedings for rent in arrear at the date of his appointment;
 - (g) enter into any agreement or make any arrangement or compromise in respect of the Mortgaged Property or the Personal Goods;
 - (h) operate any rent review clause in respect of the Mortgaged Property or grant or apply for any new or extended tenancy;
 - (i) exercise on the Mortgagor's behalf, all or any of the powers and rights given to a landlord or tenant by the Business Tenancies (Northern Ireland) Order 1996 (to the extent, if any, that it applies), the Rent (Northern Ireland) Order 1978 or any other legislation from time to time in force relating to rent in connection with the Mortgaged Property;
 - (j) exercise all or any of the powers conferred by Clause 6;
 - (k) insure the Mortgaged Property and (if the Receiver reasonably thinks fit) the Personal Goods;
 - (l) apply for any appropriate licence (or any renewal thereof), permit or approval in relation to the use or development of the Mortgaged Property;
 - (m) develop, build or complete any building on the Mortgaged Property and carry out any repairs, structural alterations and improvements to the buildings on the Mortgaged Property;
 - (n) do whatever the Receiver reasonably thinks may increase the market value of the Mortgaged Property;
 - (o) do all such other things as the Receiver from time to time considers to be incidental to his powers or which may usefully be done in exercising those powers;
 - (p) appoint and remove managers, agents, officers and employees for any of these purposes and/or to guard the Mortgaged Property, on such terms as the Receiver reasonably thinks fit; and
 - (q) cause the Mortgagor to grant such powers of attorney or appointments for any of these purposes as the Receiver from time to time reasonably thinks fit.
- 8.4 All money received by a Receiver will be applied (unless the Lender otherwise agrees) in the following order:
- (a) in payment of the Receiver's fees and expenses;
 - (b) if the Receiver thinks fit, in payment of all or any of the following (but the Receiver shall not be required to make these payments):
 - (i) any outgoings affecting the Mortgaged Property;
 - (ii) any interest under any prior mortgage of the Mortgaged Property;
 - (iii) any insurance premiums affecting the Mortgaged Property and/or the Personal Goods;
 - (iv) the cost of any repairs of the Mortgaged Property;
 - (v) any interest under this Mortgage;
 - (c) in payment towards satisfaction of the rest of the Secured Amounts; and
 - (d) any surplus will be applied in payment to the Mortgagor or to anyone else who is entitled to it. Section 24(8) of the Act will not apply.
- 8.5 A Receiver will be the Mortgagor's agent. The Mortgagor alone will be responsible for him and liable on any contracts or agreements made by him. The Lender will not be responsible or liable in any way for any misconduct or negligence of the Receiver.
- 8.6 The Lender shall have the right to agree with the Receiver the basis upon which the Receiver's fees are charged and their amount. Such fees will be payable by the Mortgagor and form part of the Secured Amounts.
- 8.7 If the Lender appoints more than one Receiver, the powers of the Receiver will be exercisable by any one or more of such Receivers.
- 8.8 The Mortgagor will compensate the Receiver for all actions, expenses, demands and liabilities incurred by the Receiver or his managers, agents, officers and employees in carrying out his powers under this Mortgage, irrespective of how or when they arise.
- 8.9. In the event that the Lender or any Receiver appointed under this Mortgage takes possession of the Mortgaged Property or the Personal Goods or any part or parts of the Mortgaged Property or the Personal Goods or otherwise exercises any statutory powers or any additional powers set forth in this Mortgage, neither the Lender or any Receiver will be liable to account as mortgagee or as mortgagee in possession in respect of any of the Mortgaged Property or the Personal Goods or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever (except to the extent that the same results from the Lender's or the Receiver's negligence or wilful default) in connection with any of the Mortgaged Property or Personal Goods for which a mortgagee in possession might as such be liable.

9 The Mortgagor's Covenants

9.1 The Mortgagor agrees to keep the Mortgaged Property in a good state of repair. If the Mortgagor does not do so, the Lender may carry out the repairs itself.

9.2 The Mortgagor agrees to:

- (a) keep the Mortgaged Property insured to its full reinstatement value (unless agreed otherwise in writing by the Lender) under a policy and with insurers approved by the Lender. The Lender will not unreasonably refuse to approve such policy or insurers. Unless the Lender agrees otherwise, the policy will be taken out in the Lender's name or have the Lender's interest endorsed on it;
- (b) deposit the policy with the Lender if requested by the Lender to do so (unless the policy is (i) deposited with the holder of any prior mortgage of the Mortgaged Property or (ii) was taken out by the landlord of the Mortgaged Property or any landlord under any superior lease or (iii) relates to other freehold or leasehold properties as well as the Mortgaged Property);
- (c) pay all sums due under the policy and if requested by the Lender to do so, promptly produce receipts for those payments to the Lender;
- (d) ensure that the policy remains valid and that no other policy of insurance is taken out in relation to the Mortgaged Property unless otherwise agreed in writing by the Lender; and
- (e) apply all moneys which may be received under any insurance policies relating to the Mortgaged Property either (i) in promptly making good the loss or damage in respect of which the same may have been received or (ii) following an Event of Default which has not been remedied, to be held in trust for the Lender, and apply such money as directed by the Lender. The Lender may apply such money to make good the loss or damage for which such money is received or to discharge the Secured Amounts.

9.3 The Mortgagor will keep any agricultural land which forms part of the Mortgaged Property properly cultivated and managed.

9.4 The Mortgagor will:

- (a) comply with all planning laws affecting the Mortgaged Property; and
- (b) comply with all notices, orders and directions given by any planning or other public authority in connection with the Mortgaged Property; and
- (c) at all times comply with the provisions of the Licence and the requirements of the Licensing (Northern Ireland) Order 1996 and will not do anything which might cause the Licence to be suspended or not renewed; and
- (d) take all necessary steps from time to time to renew the licence whenever it falls due for renewal
- (e) on demand by the Lender produce or deliver to the Lender the Licence and all renewals thereof
- (f) if the Lender realises this security, procure at the Mortgagor's expense that the Licence is transferred to the Lender or to whom the Lender may direct that it be transferred

9.5 Unless the Mortgagor obtains the Lender's written consent first (such consent not to be unreasonably withheld or delayed), it will not:

- (a) carry out, or allow to be carried out, on the Mortgaged Property any development as defined in the Planning (Northern Ireland) Order 1991;
- (b) change, or allow to be changed, the use of the Mortgaged Property so that its value decreases; or
- (c) make, or allow to be made, any alteration or addition to the Mortgaged Property so that its value decreases.

9.6 Unless the Mortgagor obtains the Lender's written consent first (such consent not to be unreasonably withheld or delayed), the Mortgagor will not:

- (a) demolish or remove any buildings on the Mortgaged Property; or
- (b) remove any other thing of whatever nature on, and intended to form part of, the Mortgaged Property except to replace it with something similar of the same or a greater value.

9.7 The Mortgagor will comply with all of the Mortgagor's obligations under any lease under which the Mortgaged Property or any part of the Mortgaged Property is held. The Mortgagor will at the Lender's request produce receipts for any payments due under such lease.

9.8 Where the Mortgaged Property is held under a lease, the Mortgagor shall:

- (a) notify the Lender before exercising (whether individually or together with others) any right to buy the freehold or obtain a further lease of the Mortgaged Property, and supply to the Lender such information (including a copy of any scheme deed) as it may reasonably require in relation to the exercise of such right;
- (b) not agree the terms of any new lease of the Mortgaged Property or any rent payable under the lease or on or following a review, unless the Mortgagor obtains the Lender's written consent first (such consent not to be unreasonably withheld or delayed); and
- (c) if the freehold or superior leasehold interest in the Mortgaged Property is transferred to someone else on the Mortgagor's behalf, immediately supply to the Lender particulars of that person.

9.9 Where any part of the Mortgaged Property is or becomes subject to any tenancy, the Mortgagor shall:

- (a) expeditiously notify the Lender if any notice is received from any tenant of the Mortgaged Property connected with the tenant's right to buy the freehold or to be granted a further lease of the Mortgaged Property, and provide to the Lender copies of any related documents received by the Mortgagor; and

- (b) not (unless the Mortgagor obtains the Lender's written consent first, such consent not to be unreasonably withheld or delayed) take any steps in relation to the tenant's rights as set out in clause 9.9(a).
- 9.10 The Mortgagor will pay when due all rents, rates, taxes and outgoings of any nature payable in connection with the Mortgaged Property or its owner or occupier.
- 9.11 If this Mortgage ranks after any prior mortgage(s) of the Mortgaged Property, the Mortgagor will pay all sums when due and comply with all of its obligations under such prior mortgage(s). Unless the Mortgagor obtains the Lender's written consent first, it will not increase the principal amount secured by the prior mortgage(s) in priority to this Mortgage.
- 9.12 The Mortgagor will comply with all restrictive and other covenants and all environmental laws affecting the Mortgaged Property.
- 9.13 The Mortgagor will make sure that no other person becomes entitled to claim any interest in the Mortgaged Property, unless it obtains the Lender's written consent first.
- 9.14 If the Lender gives the Mortgagor at least 48 hours advance notice, the Mortgagor will allow the Lender (or any person authorised by it) full access to the Mortgaged Property at reasonable times and in accordance with any standard safety procedures:
- (a) to inspect the Mortgaged Property;
 - (b) to carry out repairs to the Mortgaged Property;
 - (c) to carry out a valuation survey of the Mortgaged Property; and
 - (d) for all other purposes connected with this Mortgage.
- If the Lender enters the Mortgaged Property in accordance with this Clause, the Lender will not be treated as being in possession of the Mortgaged Property or any part of it (except to the extent that it is in actual physical possession).
- 9.15 If the Mortgagor does not carry out any of the Mortgagor's obligations under this Mortgage, the Lender may do whatever it reasonably thinks is necessary to carry out that obligation. Any amount paid by the Lender under this Clause will be repaid by the Mortgagor as soon as the Lender demands it and will bear interest at the Interest Rate from the time of payment by the Lender to the time of repayment and the interest will be calculated and compounded as provided for in Clause 2.2. Such amount and interest will form part of the Secured Amounts and will be secured by this Mortgage.
- 9.16 The Lender may make payment to the landlord under any lease under which the Mortgaged Property or any part of the Mortgaged Property is held (or under any superior lease) in settlement of any rent or other outgoings due under the lease. The Lender may also make any payment to the landlord in settlement of any claim made by the landlord for any rent or other outgoings alleged to be due under the lease even if not actually due provided that the Lender makes the payment in good faith for the purpose of protecting its rights under this Mortgage. In either case the amount paid will be recoverable by the Lender together with interest as provided for in clause 9.15.
- 9.17 Subject to the rights of the holder(s) of any prior mortgage(s) of the Mortgaged Property, the Mortgagor agrees to apply any money receivable by it arising from any claim under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 in respect of the Mortgaged Property either (i) in promptly making good the loss or damage in respect of which the same may have been received or (ii) following an Event of Default which has not been remedied, to be held in trust for the Lender, and apply such money as directed by the Lender. The Lender may apply such money to make good the loss or damage for which such money is received or to discharge the Secured Amounts.
10. Power of Attorney
- The Mortgagor irrevocably appoints the Lender, the Receiver and any person appointed in writing by any manager or official of the Lender jointly and individually to be the Mortgagor's attorney so that all or any one or more of them can, on the Mortgagor's behalf, sign, seal and deliver any deeds or documents and do whatever the Lender thinks is necessary to:
- (a) complete or register the security given by the Mortgagor under this Mortgage, and
 - (b) exercise or enforce any of the rights or remedies given to the Lender and/or the Receiver under this Mortgage.
 - (c) convey or assign to any purchaser of the Mortgaged Property the reversion expectant on the determination of any term of years created by this Mortgage
 - (d) procure the transfer of the Licence to the Lender or to whom the Lender may direct that it may be transferred
 - (e) execute and do all such assurances, acts and things which the Mortgagor ought to do under the covenants and provisions of this Mortgage and generally, on its behalf and in its name, to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Deed or by the Conveyancing and Law of Property Act 1881 and the Conveyancing Act 1911 on the Lender or any Receiver to seal and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which it or he may deem proper in or for the purpose of exercising any of such powers, authorities and discretions, and

the Mortgagor hereby ratifies and confirms and agrees to ratify and confirm whatever any such power of attorney as is mentioned in this Clause shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in Clause this Clause.

11. Currency

- 11.1 The Lender may convert any monies received or recovered under this Mortgage from their existing currency into the currency of any of the Secured Amounts.
- 11.2 Any conversion made under this Clause will be effected at the Lender's then spot selling rate of exchange for that other currency against the existing currency.

12. Set-off and Consolidation

- 12.1 As well as any right of set-off or other similar right to which the Lender is entitled, the Lender may at any time and without first giving the Mortgagor notice:
- (a) combine and consolidate all or any of the Mortgagor's accounts; and
 - (b) set off any moneys at any time held on any of the Mortgagor's accounts and in any currency against all or any of the Secured Amounts.
- 12.2 Before doing this, the Lender may carry out currency conversions in accordance with Clause 11.

13. Costs and Expenses

- 13.1 Without prejudice to Clause 17 of the Facilities Agreement, the Mortgagor will pay to the Lender or the Receiver on demand all reasonable legal and other costs, charges, expenses and other sums whenever incurred by or on behalf of the Lender or the Receiver in relation to this Mortgage or the Secured Amounts, or any other security held by the Lender in connection with the Secured Amounts. This will be by way of indemnity to the Bank.
- 13.2 Unless otherwise specifically agreed, these will include all reasonable costs charges and expenses incurred in connection with:
- (a) the negotiation, preparation, execution and registration of this Mortgage or anything done to secure or to preserve the Mortgagor's or the Lender's title to any of the Mortgaged Property;
 - (b) any proceedings by or against any third party relating to the Mortgaged Property or to this Mortgage in order to protect realise or enforce the security created by this Mortgage;
 - (c) any proceedings by the Lender under this Mortgage for the recovery of the Secured Amounts;
 - (d) all liabilities incurred by the Lender or the Receiver in exercising any of the powers given to them under this Mortgage; and
 - (e) all liabilities of the Lender and the Receiver relating to the Mortgaged Property or relating to the repayment of the Secured Amounts.

14. Assignment

- 14.1 The Lender shall be entitled to assign, novate or transfer all or any part of its rights and obligations under this Mortgage in accordance with the terms of the Facilities Agreement and the Mortgagor undertakes and agrees to execute all documents as the Lender may reasonably require to give effect to an assignation, novation or transfer.
- 14.2 The Mortgagor may not assign any of its rights or transfer any or part of its rights or obligations under this Mortgage.
- 14.3 This Mortgage will remain enforceable valid and binding for all purposes even if the Lender changes its name or constitution or is amalgamated or consolidated with any other mortgage.

15. Miscellaneous

- 15.1 This Mortgage will be a continuing security and will not be satisfied or affected by any intermediate payment of all or part of the Secured Amounts.
- 15.2 This Mortgage will be in addition to and will not be affected in any way by any other security, guarantee or right which the Lender may at any time hold in relation to the Secured Amounts. This Mortgage will not affect in any way any other security, guarantee or right which the Lender may at any time hold in relation to the Secured Amounts.
- 15.3 The powers conferred by this Mortgage on the Lender and/or the Receiver shall be in addition to all powers given to them by law.
- 15.4 Even if the Lender delays in exercising or does not exercise any of its rights or remedies under this Mortgage it can still exercise that right or remedy later.

16. Partial Invalidity

Each provision in this Mortgage can be separated from each other provision. If at any time any provision of this Mortgage becomes invalid, illegal or unenforceable, this will not affect any of its other provisions.

17. Notices and Demands

- 17.1 Any notice or demand pursuant to any matter relating to the Facilities Agreement by the Lender under this Mortgage shall be served in accordance with the provisions of Clause 31 (*Notices*) of the Facilities Agreement.

17.2 Any notice or demand pursuant to any other matter by the Lender under this Mortgage may be signed by any manager or official of the Lender. It will be treated as having been received by the Mortgagor:

- (a) if delivered by hand or if sent by prepaid letter to the Mortgagor's address (as stated above or as otherwise notified to the Lender in writing from time to time) or to the Mortgagor's registered office or at the Mortgagor's latest address known to the Lender; or
- (b) if sent by telex or facsimile to the last known telex or facsimile number for this address.

A notice or demand will be treated as having been effectively served on the Mortgagor:

- (a) if delivered by hand, at the time of being left at the address referred to in this Clause 17.2;
- (b) if sent by first class prepaid letter to an address in the United Kingdom, at the earlier of the time of delivery or 10.00 am on the day after posting;
- (c) if sent by telex or facsimile, at the time of transmission; or
- (d) in any other case, 72 hours from the time of despatch.

18. No Waiver

No failure or delay by the Lender in exercising any right or remedy in connection with this Mortgage will operate as a waiver of that right or remedy. No part waiver of any such right or remedy will prevent the further exercise of that right or remedy or the exercise of any other right or remedy.

19. Indulgence

The Lender can release anyone who is not a party to this Mortgage, or enter into any other arrangement with him, without affecting this Mortgage or the Mortgagor's obligations under it. This applies even if that person is jointly liable with the Mortgagor to repay or pay the Secured Amounts to the Lender.

20. More than one person as mortgagor

If two or more persons or companies execute this Mortgage:

- (a) each person executing this Mortgage will be liable individually and jointly for all of the obligations under this Mortgage;
- (b) the Mortgagor will be bound by this Mortgage from the time that it is executed by the Mortgagor, even if some other person:
 - (i) was supposed to execute the Mortgage, but did not do so (even if that person was named as a signatory);
 - (ii) was supposed to become a guarantor for the Secured Amounts or provide security for the Secured Amounts, but did not do so; or
 - (iii) did execute the Mortgage or any other guarantee or security for the Secured Amounts but for any reason was not bound by it;
- (c) the Lender can release any person who has executed this Mortgage from that person's obligations under it or enter into any other arrangement with that person, without affecting the obligations of the other persons executing it.
- (d) where any of the Secured Amounts is owed by any one or more of the persons executing this Mortgage but not by all of those persons such Secured Amount shall not be secured by the interest in the Mortgaged Property of a person who does not owe that Secured Amount unless the Lender has obtained the consent of that person to that Secured Amount being thus secured, but the interests in the Mortgaged Property of those of the persons executing this Mortgage and who owe such Secured Amount will be security therefor.

21. Governing Law and Jurisdiction

- 21.1 This Agreement and any non-contractual obligations arising out of or in connection with it are governed by the laws of Northern Ireland.
- 21.2 The courts of Northern Ireland have exclusive jurisdiction to settle any dispute arising out of or in connection with this Mortgage (including a dispute relating to the existence, validity or termination of this Mortgage or any non-contractual obligation arising out of or in connection with this Mortgage) (a "Dispute").
- 21.3 The Parties agree that the courts of Northern Ireland are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 21.4 This Clause is for the benefit of the Lender and the Finance Parties only. As a result, neither the Lender nor the Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender and/or Finance Parties may take concurrent proceedings in any number of jurisdictions.

The Mortgagor has executed this Mortgage as a Deed on the date of this Mortgage.

IMPORTANT

YOU SHOULD CONSULT A SOLICITOR BEFORE SIGNING THIS LEGAL DOCUMENT

THE MORTGAGOR

EXECUTED and DELIVERED as a DEED by

ALMAC SCIENCES LIMITED

acting, pursuant to a resolution of its

board of directors, by one director in the presence of a witness



Director

in the presence of:



THE LENDER

SIGNED BY NORTHERN BANK LIMITED

By: _____
Authorised Signatory

