



**Registration of a Charge**

Company Name: **BELFAST DISTILLERY COMPANY LIMITED**

Company Number: **NI604784**



Received for filing in Electronic Format on the: **19/03/2024**

XCZ794FN

**Details of Charge**

Date of creation: **12/03/2024**

Charge code: **NI60 4784 0006**

Persons entitled: **SANTANDER UK PLC**

Brief description: **THE LEASEHOLD PROPERTY SITUATE AND KNOWN AS CRUMLIN ROAD  
GAOL SITUATE AT 53-55 CRUMLIN ROAD, BELFAST**

**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: **MCKEES**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: NI604784

Charge code: NI60 4784 0006

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 12th March 2024 and created by BELFAST DISTILLERY COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th March 2024 .

Given at Companies House, Belfast on 20th March 2024

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**

SANTANDER UK plc

Dated

12<sup>th</sup> March 2024

BELFAST DISTILLERY COMPANY LIMITED

To

SANTANDER UK plc

DIRECT LEGAL CHARGE

of freehold

or leasehold property

Santander UK plc. Registered in England No. 02294747.

Registered office: 2 Triton Square, Regent's Place, London, NW1 3AN.

15.10.840

1/23

Issue 4/0307

Certified a true copy of an original document

McKees *McKees*

Date *14/03/24*

LAND REGISTRY OF NORTHERN IRELAND

Folio Number:

County:

Registered Owner:

THIS LEGAL CHARGE

is made by way of deed on the 12<sup>th</sup> day of *Mar* 2024

BETWEEN BELFAST DISTILLERY COMPANY LIMITED whose registered office is situate at Innovation Factory, Forthriver Business Park, 385 Springfield Road, Belfast, BT12 7DG

(hereinafter called "the Mortgagor") of the one part and SANTANDER UK Plc whose registered office is situate at 2 Triton Square, Regent's Place, London, NW1 3AN (hereinafter called "the Bank") of the other part.

WITNESSETH as follows:

1. The Mortgagor hereby covenants with the Bank that the Mortgagor shall on demand in writing made to the Mortgagor pay or discharge to the Bank all monies and liabilities which shall for the time being (and whether on or at any time after such demand) be due owing or incurred to the Bank by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Bank may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Mortgagor's account(s) and other costs charges and expenses incurred by the Bank in relation to this mortgage or in enforcing the security hereby created on a full indemnity basis and so that interest shall be computed and compounded on the foregoing to date of payment according to the usual manner of the Bank as well after as before any demand made or judgement obtained hereunder. The words "monies and liabilities" shall not include any monies or liabilities due or arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless specifically agreed in writing between the Mortgagor and the Bank.
2. The Mortgagor as beneficial owner:-
  - a. charges the property referred to in the schedule

hereto (if registered) and assents to the registration of the charge hereby created as a burden affecting the property

- b. demises the property referred to in the schedule hereto (if unregistered) to the Bank to hold the same (if leasehold) for the term for which the same is held less the last 10 days thereof (if freehold) for the term of 5000 years

together with all buildings trade and other fixtures fixed plant and machinery from time to time thereon (hereinafter called "the Mortgaged Property") as a continuing security to the Bank for the payment or discharge of all monies and liabilities referred to in clause 1 hereof.

Provided that at any time before the right to redeem is barred by limitation foreclosure or sale the property may at the request and cost of the Mortgagor be redeemed on the performance of the covenants herein contained and on the payment of all monies and liabilities hereby covenanted to be paid.

3. On a date three calendar months from the date of this Charge all monies and liabilities due to the Bank shall fall due, which date shall be deemed the Repayment Date.
4. The Mortgagor hereby further covenants with the Bank:-
  - a. At all times during the continuance of this security to keep the Mortgaged Property insured against loss or damage by fire explosion or aircraft or articles dropped from aircraft and against storm tempest flooding and malicious damage vehicular impact and such other risks as the Bank may from time to time require to the extent of the full reinstatement value together with a sum to cover the cost of demolition debris removal and Architects' and Surveyors' and other professional fees incidental thereto including Value Added Tax (if any) payable on or included in such costs and fees or otherwise and if the Mortgaged Property is wholly or partly let for two years' loss of rent. Such policy must not be capable of being avoided or any claim vitiated as a result of any act or default on the part of the Mortgagor or any Tenant of the Mortgaged Property.

The insurance shall be effected in some reputable insurance office approved by the Bank or with Lloyds Underwriters in the joint names of the Mortgagor and

the Bank or with the interest of the Bank in the Mortgaged Property noted on the insurance policy or policies maintained hereunder as the Bank may require and to deliver to the Bank a copy of the endorsement referring to the noting and to deposit the said insurance policy or policies with the Bank and punctually to pay all premiums necessary for the purpose of such insurance and forthwith on demand produce to the Bank the receipt for every payment of premium thereunder within 7 days of its becoming due and if the Mortgagor shall at any time refuse or neglect to keep the said insurances on foot or to produce any receipt to the Bank in accordance with the covenant herein before contained the Bank shall be entitled but not obliged to exercise the powers of insurance against the covers and risks mentioned in this sub-clause and the Mortgagor shall on demand pay to the Bank every sum expended in so doing with interest from the date of payment by the Bank and until payment by the Mortgagor the Mortgaged Property shall stand charged with the amounts so to be paid with interest as aforesaid. The Mortgagor will hold in trust for the Bank all money which may at any time be received or receivable under any policies of insurance covering the Mortgaged Property against any such risks as aforesaid and (at the Bank's option) will pay such money to the Bank or shall apply the same in replacing restoring or reinstating the buildings and fixtures destroyed or damaged.

- b. To punctually pay and indemnify the Bank against when due all rents, rates, taxes, levies, assessments, impositions and other outgoings whatsoever (whether or not of a recurring nature) payable to the landlord of the Mortgaged Property or to the Local or any other Authority or to a statutory undertaker in respect of the Mortgaged Property or for the supply of services thereto and whenever requested to do so to produce to the Bank on demand a receipt for such payment.
- c. To observe perform and comply in all respect with each and every covenant and provision contained in any document notice order or direction and all statutes for the time being in force and the requirements of any competent authority relating to the Mortgaged Property or anything done thereon by the Mortgagor and in particular (but without prejudice to the generality of the foregoing) the provisions and requirements of all planning

legislation for the time being in force and to obtain or cause to be obtained any planning permissions building regulations approvals and any other permissions consents or licences which may be required in relation to the Mortgaged Property its use and occupation and the employment of persons thereon. The Mortgagor shall at the request of the Bank and at the cost of the Mortgagor make or join with the Bank in making such objection or objections or representations against or in respect of any proposals notices or orders affecting the Mortgaged Property.

- d. In relation to any lease or agreement for lease to which the Mortgaged Property may for the time being be subject the Mortgagor will:-
- i. observe and perform the covenants and conditions on the part of the Lessor contained therein
  - ii. duly enforce the performance and observance of the tenants covenants and conditions contained therein
  - iii. duly and efficiently (for the benefit of the Mortgagor as landlord) implement any provisions therein for the review of the rent thereby reserved and not to agree to any revised rent without the written consent of the Bank
  - iv. efficiently manage the premises demised
  - v. from time to time on demand supply to the Bank such information in relation to the foregoing matters as the Bank shall require
- e. In relation to any lease or agreement for lease under which the Mortgaged Property or any part thereof is held the Mortgagor will:-
- i. pay the rents and perform and observe the tenants covenants and obligations contained in or arising under such lease
  - ii. require due and full performance of the lessors covenants and obligations contained in or arising under such lease
  - iii. duly and efficiently (for the benefit of the Mortgagor as tenant) negotiate and deal with any

review of any rent reserved by such lease and not to agree any revised rent without the written consent of the Bank

- iv. forthwith notify the Bank of any matter or event under or by reason of which such lease has or may become subject to determination or to the exercise by the lessor of any right of re-entry or forfeiture
- v. from time to time on demand supply to the Bank such information in relation to the foregoing matters as the Bank may require
- f. Not without the written consent of the Bank to grant a tenancy or lease or accept a surrender of any tenancy or lease relating to the Mortgaged Property nor to release or vary any of the terms of any such tenancy or lease nor exercise any power to determine or extend the same nor (save as permitted under this sub-clause) to part with or share possession or occupation of the Mortgaged Property or part thereof nor to grant any person any licence right or interest to occupy the Mortgaged Property or any part thereof nor grant any licence or permission to assign underlet or part with possession of the Mortgaged Property or any part thereof.
- g. To keep the Mortgaged Property in good and substantial repair and condition and to keep all fixtures and fittings comprised therein in working condition and if after reasonable notice from the Bank of any default under this sub-clause the Mortgagor shall fail to do so the Bank may but shall not be obliged to at any time thereafter enter upon the Mortgaged Property or any part or parts thereof and execute such repairs as in the opinion of the Bank may be necessary or proper without thereby becoming liable as mortgagee in possession provided that the Bank may so enter without giving notice in case of emergency and that any sums paid by the Bank for such purpose shall be repayable by the Mortgagor to the Bank on demand with interest from the date of payment by the Bank and until payment by the Mortgagor the Mortgaged Property shall stand charged with the amounts so to be paid with interest as aforesaid.
- h. Not to remove or sever from the Mortgaged Property any fixture or fitting except for the purpose of



renewal and replacement by a fixture or fitting of equal or greater value.

- i. Not without the written consent of the Bank to carry out any structural or other alterations to the Mortgaged Property nor to use the Mortgaged Property for any purpose other than the present permitted use thereof nor to apply to any planning authority to change the use thereof.
- j. Where at the date hereof or any time during the continuance of this security the Mortgaged Property or any part thereof is intended to be developed or is in the course of development to proceed diligently and to the satisfaction of the Bank and any competent authority with such development in all respects of conformity with the planning and by-law consents which shall together with the plans and specification be produced to the Bank for approval.
- k. On request to produce to or provide for the Bank such documents or information relating to the Mortgaged Property or the development thereof as the Bank shall require.
- l. To comply with the requirements of any valid enforcements or other notice or order (whether issued under the Planning (Northern Ireland) Order 1991 or any other statute) within such time as may be specified therein or if no time is specified within such period as may be required by the Bank and to pay to the Bank in reduction of the monies and liabilities hereby secured any compensation received as a result of any such notice or order.
- m. Not without the previous consent in writing of the Bank to further mortgage or charge the Mortgaged Property or any part thereof.
- n. To observe and perform all environmental laws, regulations directives and codes of practice affecting the Mortgaged Property.

Provided always that if at any time any instalment or other monies which shall be payable by the Mortgagor to the Bank shall be in arrears and unpaid for one month after the same shall have become due in breach of the covenant herein [before] contained, then and in such case the whole of the future instalments thereafter to become due and payable shall immediately on the expiry of the

period of one month become due and payable by the Mortgagor.

5. The Bank and any person authorised by it may at any reasonable time enter the Mortgaged Property or any part thereof to ascertain whether the Mortgagor is complying with its covenants and obligations and to survey the state and condition of all or any of the buildings and other erections trade and other fixtures fixed plant and machinery forming part thereof. If the Mortgagor has failed or the Bank believes that the Mortgagor has failed to observe or perform any of its covenants or obligations it shall be lawful for the Bank but the Bank shall be under no obligation to enter the Mortgaged Property or any part thereof with agents appointed by it and architects, contractors, workmen and others and to execute such works and do such other things as may in the opinion of the Bank be required to remedy such failure.

The cost to the Bank of such works and steps shall be reimbursed by the Mortgagor to the Bank on demand and until so reimbursed shall carry interest thereon at a rate determined in accordance with the Bank's normal practice from the date of payment to the date of reimbursement. No exercise by the Bank of its powers under this provision shall render the Bank liable to account as a Mortgagee in possession.

6. The Mortgagor shall not exercise any of the powers reserved to a Mortgagor by Section 18 of the Conveyancing and Law of Property Act 1881 and Section 3 of the Conveyancing Act 1911 nor shall the Mortgagor part with the possession of the Mortgaged Property or any part thereof nor confer upon any person firm or company or body whatsoever any licence right or interest to occupy the Mortgaged Property or any part thereof nor grant any licence or permission to assign underlet or part with the possession of the Mortgaged Property or any part thereof without in any such case obtaining the consent of the Bank in writing.
7. Sections 20 and 24 (1) of the Conveyancing and Law of Property Act 1881 shall not apply to this security but the statutory power of sale shall as between the Bank and a purchaser from the Bank be exercisable at any time after demand for payment.
- 8.1 At any time after having been requested to do so by the Mortgagor or after the Bank has demanded payment in respect of any monies or liabilities hereby secured the

Bank may appoint one or more persons to be a Receiver or Receivers of the whole or any part of the Mortgaged Property and/or the income thereof. The Bank may remove any Receiver appointed hereunder and appoint another person or persons as Receiver or Receivers either in place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver previously appointed. Where two persons are appointed as Receivers they are hereby authorised to act severally as well as jointly.

- 8.2 If the Mortgagor is not a company and in the event of the Bank or any Receiver appointed by the Bank taking possession of the Mortgaged Property the Bank or any Receiver appointed by the Bank is hereby authorised as agents for the Mortgagor if it or he elects so to do to remove store sell or otherwise deal with any moveable plant machinery implements utensils furniture goods and equipment which the Mortgagor may fail to remove from the Mortgaged Property within seven days of being required to do so by notice from the Bank or such Receiver (as the case may be) and the Bank and the Receiver shall not be liable for any loss or damage occasioned to the Mortgagor and the Mortgagor shall indemnify the Bank or the Receiver (as the case may be) against all expense incurred by them in relation to such plant machinery implements utensils furniture goods and equipment including expenses of removal and storage and against all liability to any third part in respect thereof and the Bank or its Receiver (as the case may be) shall account to the Mortgagor for the proceeds of any such sale after deducting any such expenses and conditionally upon the Mortgagor procuring the release of the Bank and the Receiver from all liability for any charges or expenses in respect of future storage of any such chattels. The Bank or its Receiver (as the case may be) shall not be liable to the Mortgagor for any act or omission by any person appointed by it or him to effect such sale or for any failure by any such person to obtain a proper price provided only that such appointment shall have been made by the Bank or such Receiver in good faith.

- 8.3 Every Receiver holding office by virtue of an appointment hereunder shall have in relation to the Mortgaged Property or any part of the Mortgaged Property in respect of which the appointment relates have:-

- a. all the powers (as varied or extended by the provisions hereof) conferred by the Conveyancing and Law of Property Act 1881 and Conveyancing Act 1911 on

Mortgagors and Mortgagees in possession and receivers appointed thereunder that Act but without the restrictions thereby imposed on the Mortgagor.

- b. All the powers of an administrative receiver specified in Schedule 1 of The Insolvency (Northern Ireland) Order 1989.
- c. The power in the name and on behalf of and at the cost of the Mortgagor to exercise all the powers and rights of an absolute owner to do or omit to do anything which the Mortgagor itself could do.

8.4 In addition to and without prejudice to the generality of the foregoing every Receiver for the time being holding office by virtue of an appointment made by the Bank shall have the following powers:-

- a. power to take possession of, collect and get in the Mortgaged Property and for that purpose to make such demands to give such notices as he thinks fit and where the Mortgagor is a company power to make, or to require the Directors of the Mortgagor to make calls upon the holders of the Mortgagors share capital in respect of any such capital of the Mortgagors which remains uncalled and to enforce payment of calls so made and any previous unpaid calls by taking proceedings in the name of the Mortgagor or his own name;
- b. power to carry on and manage, or concur in the carrying on and management of, the whole or any part of the Mortgagor's business, including the power where the Mortgagor has one or more subsidiaries or supervising, controlling and financing such subsidiary or subsidiaries (inclusive of any bodies corporate as are referred to in sub-paragraph (f) below) and its or their business or businesses and the conduct thereof;
- c. power to alter, improve, develop, complete, construct, modify, refurbish or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification), any project in which the Mortgagor was concerned or interested prior to his appointment as the Receiver may think expedient and to apply for and obtain all planning permissions building regulation approvals and any other permissions consents or licences in each case as he in his absolute

discretion thinks fit;

- d. power to sell, (whether by public auction or private treaty or otherwise) transfer, assign, lease vary, renew or surrender leases or accept surrenders of leases or otherwise dispose of the whole or any part of the Mortgaged Property or rights associated with the whole or any part or any other interest therein without the restriction imposed by section 20 of the Conveyancing and Law of Property Act 1881 or the need to observe any of the restrictions or other provisions of section 18 of the Conveyancing and Law of Property Act 1881, and Section 3 of the Conveyancing Act 1911 and upon such terms as he shall think fit;
- e. power to carry any sale, transfer, assignment lease variation, renewal or surrender of a lease or the acceptance of a surrender of a lease or other disposal of any land or buildings and other property and assets into effect by conveying, transferring, assigning or leasing in the name of the Mortgagor and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Mortgagor;
- f. where the Mortgagor is a Company power to promote, or otherwise acquire the share capital of any body corporate with a view to such body corporate becoming a subsidiary of the Mortgagor and purchasing, leasing or otherwise acquiring an interest in the whole or any part of the Mortgaged Property;
- g. power to make any arrangement or compromise of claims as he shall think fit;
- h. power to effect renew maintain or increase insurances;
- i. power to take or defend any proceedings whatsoever in the names of the Mortgagor including (without prejudice to the generally of the foregoing) proceedings for the compulsory winding-up of the Mortgagor and proceedings for directions under Article 45 of the Insolvency (Northern Ireland) Order 1989.
- j. power to settle, arrange, compromise or submit to arbitration any accounts claims questions or disputes whatsoever which may arise in connection with any

business of the Mortgagor or the Mortgaged Property or in any way relating to this security.

- k. power to employ, engage and appoint such managers and other employees and professional advisers on such terms as he shall think fit including without limitation power to engage his own firm in the conduct of the receivership;
- l. power to raise or borrow money from the Bank or any other body to rank for payment in priority to the security hereby constituted and with or without a mortgage or charge on the Mortgaged Property or any part of it upon such terms as the Receiver shall think fit;
- m. power to operate any rent review in respect of any property in respect of which he was appointed or any part thereof and to apply for a new or extended tenancy;
- n. where the Mortgagor is a company power to change the location of the Mortgagors registered offices;
- o. power to make such elections for value added tax purposes as the Receiver shall in his absolute discretion think fit;
- p. power upon having first obtained any necessary order of the court to eject from the Mortgaged Property the Mortgagor or any tenants of the Mortgagor workmen or other persons at or in possession of the Mortgaged Property who are there otherwise than with the written consent of the Bank upon such date as the Bank may enter into possession of the Mortgaged Property or cause a Receiver to be appointed in exercise of its statutory powers;
- q. power to apply as between the Mortgagor and the Bank all monies received from a tenant of any furnished letting of the Mortgaged Property as being a payment made in respect of the Mortgaged Property and not in any part as being attributable to any furniture or fittings comprised in such letting and not forming part of the Mortgaged Property in any case where such letting is or becomes binding upon the Bank;
- r. power to do all such other things as may seem to the Receiver to be incidental or conducive to any other power vested in him or to be conducive to the

realisation of the security hereby constituted; and

- s. power to exercise any of the above powers on behalf of and in the name of the Mortgagor (notwithstanding any liquidation of the Mortgagor) or on the receiver's own behalf.
- t. Power to disclaim, abandon or disregard all or any outstanding contracts of the Mortgagor and to allow time for payment of any debt either with or without security.

8.5 In making any sale or other disposal of any of the Mortgaged Property in the exercise of their respective powers the Receiver may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including without limitation consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver shall ipso facto be and become charged with the payment of the sums due from the Mortgagor to the Bank. Any contract for any such sale or other disposal by the Receiver may contain conditions excluding or restricting the personal liability of the Receiver. Plant, machinery and other fixtures may be severed and sold in the exercise of their respective powers by the Receiver separately from the premises to which they are attached without any consent being obtained from the Mortgagor.

9.1 Section 20 of the Conveyancing and Law of Property Act 1881 shall not restrict the exercise by the Bank of the statutory power of sale conferred on it by Section 19 of the Act which power shall arise and may be exercised by the Bank at any time after the Bank has demanded payment in respect of any monies or liabilities hereby secured. The provisions of the Act relating to and regulating the exercise of the power of sale shall be varied and extended accordingly.

9.2 After demand for payment by the Bank in respect of any monies or liabilities hereby secured the Bank shall have the rights and powers specified in sub-clauses 8.3, 8.4 and 8.5 above.

10. Any Receiver appointed hereunder shall so far as the law allows be deemed to be the agent of the Mortgagor for all purposes and the Mortgagor shall be solely responsible for

his acts defaults and remunerations and the Bank shall not be under any liability for his remuneration or otherwise.

The remuneration of the Receiver shall be at such rates as may be agreed between him and the Bank at or at any time after his appointment and shall not be limited to the maximum rate specified in Section 24(6) of the Conveyancing and Law of Property Act 1881.

11. The Bank may appoint remove and replace a Receiver hereunder by writing under the hand of an employee of the Bank authorised to act in that behalf and any consent to be given by the Bank hereunder may be given by writing under the hand of an employee of the Bank authorised to act in that behalf.
12. The Mortgagor so far as he has power to do so as beneficial owner hereby assigns unto the Bank the benefit of
  - (a) any covenant agreement or undertaking for road making or for the payment of road charges, or drainage expenses or the like in respect of the Mortgaged Property and any indemnity against payment of such charges or expenses.
  - (b) any other covenant agreement undertaking charge right remedy or indemnity in relation to the Mortgaged Property and any rent payable thereout or charge thereon.
  - (c) all rights of the Mortgagor to be paid or receive compensation under any statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to the Mortgaged Property or any refusal withdrawal or modification of planning permission or approval relevant thereto or any control or limitation imposed upon or affecting the use of the Mortgaged Property and so that the production of these presents to the authority or person liable to pay such compensation shall be a sufficient authority to it or him to pay all such monies to the Bank
13. The Mortgagor by way of further security hereby irrevocably appoints the Bank and each and every person to whom the Bank shall from time to time delegate the exercise of the power of attorney conferred by this clause and any Receiver appointed hereunder and for the time being holding office as such jointly and also severally to be the attorney or attorneys of the Mortgagor
  - a. to convey and assign the reversion and other estate



and interest of the Mortgagor in the Mortgaged property

- b. and in the Mortgagor's name and otherwise on the Mortgagors behalf and as the Mortgagors act and deed to sign seal execute deliver perfect and do all deeds instruments acts and things which may be required (or which the Bank or any Receiver appointed hereunder shall consider requisite) for carrying out any obligation imposed on the Mortgagor by or pursuant to this deed and generally for enabling the Bank and the Receiver to exercise the respective powers conferred on them by this deed or by law. The Bank shall have full power to delegate the power conferred by this clause but no such delegation by the Bank to any person shall preclude the subsequent exercise of such power by the Bank itself or any subsequent delegation thereof by the Bank to any other person and the Bank may revoke any such delegation at any time. The Mortgagor shall ratify and confirm all transactions entered into by the Bank or such delegate of the Bank or such Receiver in the exercise or purported exercise of the Banks or Receiver's respective powers and all transactions entered into documents executed and things done by the Bank or such delegate or such Receivers by virtue of the power of attorney hereby granted. The power of attorney hereby granted is as regards the Bank its delegates and any such Receiver (and as the Mortgagor hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Deed to secure proprietary interests of and the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act (NI) 1971.

14. It is hereby agreed as follows:

- a. If default shall be made in repairing maintaining protecting or insuring as aforesaid the buildings and other works comprised in this security it shall be lawful for but not obligatory upon the Bank to repair maintain and protect or to insure and keep insured all or any of the said building or works.
- b. A demand for payment or any other demand or notice under this security may be made or given by any employee of the Bank authorised to act in that behalf and addressed to the Mortgagor and sent by post to or left at the last known place of business or abode of the Mortgagor or at the option of the Bank if the

Mortgagor is a company or an Industrial and Provident Society its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the demand or notice was posted and notwithstanding that it was returned by the Post Office and (in the case of an individual) notwithstanding the death of the Mortgagor.

- c. The Bank may transfer the benefit of this security to any person and the total amount of the liabilities of the Mortgagor to the Bank at the time of the transfer shall be treated as principal money already due at that date.
  - d. Section 17 of the Conveyancing and Law of Property Act 1881 dealing with the consolidation of mortgages shall not apply to this security.
  - e. All costs charges and expenses incurred hereunder by the Bank and any Receiver appointed by the Bank and all other monies paid by the Bank in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property and all costs of the Bank of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the monies and liabilities hereby secured (whether or not such costs charges expenses and monies or part thereof would be allowable upon a standard basis or full indemnity taxation by the Court) shall be recoverable from the Mortgagor as a debt and may be debited to any account of the Mortgagor and shall bear interest accordingly and shall be charged on the Mortgaged property.
15. This security shall be continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not prejudice any rights of lien or set-off or other rights to which the Bank may be entitled apart from this security and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Bank prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Bank may now or at any time hereafter hold in respect of the monies and liabilities hereby secured or any of them or any part thereof respectively.
16. Nothing herein shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or

other security or contractual or other right which the bank may at any time have for any money or liabilities due or incurred by the Mortgagor to the Bank or any right or remedy of the Bank thereunder and any receipt release or discharge of the security provided by or of any liability arising under this Deed shall not release or discharge the Mortgagor from any liability to the Bank for the same or any other monies which may exist independently of this Deed.

17. A certificate signed on behalf of the Bank shall be conclusive evidence of the amount due from the Mortgagor to the Bank on the date(s) specified in the certificate.
18. If the Mortgagor shall create in respect of the Mortgaged Property or any part thereof any subsequent mortgage lien or charge of which the Bank received actual or constructive notice the Bank may on receiving such notice forthwith open a new account or accounts with the Mortgagor and if the Bank does not in fact open such new account or accounts it shall nevertheless be treated as if it had done so at the time when it received or was affected by such notice and as from that time all payments made by the Mortgagor to the Bank shall be credited to the new account or accounts and such payments shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received or was affected by the notice but this clause shall not prejudice any security which apart from this clause the Bank would have had for the discharge by the Mortgagor of liabilities incurred after that time.
19. If the Mortgagor is a company registered under the Companies Act or an Industrial and Provident Society registered under the Industrial and Provident Societies Acts the Mortgagor hereby certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association or its Rules as the case may be.
20. The Mortgagor hereby agrees to indemnify the Bank and as a separate covenant any Receiver appointed by it and each nominee and delegate thereof against:
  - a. all existing and future rents taxes duties charges assessments impositions and outgoings whatever (whether imposed by Deed or statute or otherwise and whether of the nature of capital or revenue and even though of a wholly novel character) now or at any time during the continuance of this security payable in respect of the Mortgaged Property or any part

- thereof or by the owner of the Mortgaged Property or any part thereof or by the owner or occupier thereof.
- b. all liabilities costs charges and expenses incurred in the execution of the rights power authorities discretions and obligations vested by or pursuant to this Deed including but not limited to those relating to all actions proceedings claims and demands in respect of any matter or thing done or omitted in any way relating to this Deed.

If any such sums shall be paid by the Bank or any Receiver the same shall be paid by the Mortgagor on demand with interest from the time or respective times of the same having been paid or incurred by the Bank or the Receiver (as the case may be) and until payment by the Mortgagor the Mortgaged Property shall stand charged with the amounts so to be paid with interest as aforesaid.

21. None of the persons included in the expression "the Mortgagor" shall as against the Bank 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".
22. Neither this deed nor the security hereby created shall be discharged or otherwise affected by the total or partial invalidity or unenforceability of or any irregularity or defect in any rights the Bank may have or any security (whether by way of Mortgage guarantee or otherwise) which the Bank may hold in respect of all or any of the sums secured by this Deed nor by any legal limitation disability want of capacity of or affecting any other person agent or firm who the Bank may have any rights against or make or take any security from (whether by way of mortgage guarantee or otherwise) in respect of all or any of the sum secured by this Deed; if at any time one or more provisions of this Deed becomes unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.
23. All monies received recovered or realised by the Bank under or pursuant to this Deed may be credited at the discretion of the Bank to any suspense or impersonal account and may be held in such account for so long as the Bank shall think fit (with interest accruing thereon at such rate (if any) as the Bank considers fit) pending their application at such time or times as the Bank may decide in or towards the discharge of sums secured by this Deed.

24. This Legal Charge shall be governed by and its terms construed in accordance with the laws of Northern Ireland and the parties submit to the jurisdiction of the Northern Ireland Courts.
25. The Mortgagor hereby applies to the Registrar for the registration of a restriction upon all registered titles comprised in this Deed that no disposition or dealing by the proprietor(s) of the land shall be registered without the written consent of the Proprietor of this legal charge.
26. In this Deed where the context admits:-
- a. "the Mortgagor" includes the successors and assigns of the Mortgagor.
  - b. "the Bank" includes its successors and assigns to the intent that this Deed shall constitute continuing security in favour of such successors and assigns as if it had been expressly named herein instead of the Bank.
  - c. "Receiver" includes an administrative receiver for the purposes of the Insolvency (Northern Ireland) Order 1989.
  - d. If "the Mortgagor" consists of two or more parties such expression shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and undertakings by such parties. And in particular this security and the covenant in Clause 1 hereof and the remaining covenants charges agreements and undertakings herein contained or implied shall extend and apply to any monies owing or liabilities incurred by any of such parties to the Bank whether solely or jointly with each other or with any other person and references to the Mortgagor shall where the context permits mean and include any one or more of such parties as well as such parties jointly.
  - e. References to any statute include any statutory

modification or re-enactment thereof for the time being in force and any orders regulations or directions for the time being in force which are issued or made thereunder.

- f. The address of the Bank is Securities Department - CCB, Santander UK plc, Alaska House, Atlantic Park, Dunnings Bridge Road, Liverpool L30 4AB.

In Witness of which the parties to this deed have set their hands and/or affixed their seals, the day and year first above written

**The Schedule:** The leasehold property situate and known as:-  
Crumlin Road Gaol situate at 53-55 Crumlin Road, Belfast

and comprised in the following documents:-

Date	Parties	Document
[	Department for Infrastructure	Lease
]	(1)	
	Belfast Distillery Company	
	Limited (2)	

or

Land Certificate(s) Title No(s) \_\_\_\_\_

County

**EXECUTED AS A DEED BY THE SAID**  
**BELFAST DISTILLERY COMPANY LIMITED**

acting by JOHN KELLY  
its lawfully appointed attorney  
pursuant to a Power of Attorney  
dated 5<sup>th</sup> March 2024  
in the presence of:-

Witness's signature .....

Address ... 40 Linenhall Street  
Belfast

Occupation ... Solicitor

(signature) \_\_\_\_\_ ~~Director/Secretary~~

**Board Approval**

I hereby certify that the execution of this Legal Charge by  
the Attorney was approved by a resolution of the Board of  
Directors of the

Mortgagor properly passed on 5<sup>th</sup> March 2024 .....

Signed \_\_\_\_\_ (Attorney)



Signed for and on behalf of the Bank

by

a            person            authorised            to            act            for

.....  
that purpose





Santander UK plc acknowledges to have received all monies intended to be secured by the within written deed, and hereby releases all that property comprised in or charged by the said deed.

In witness whereof of the signatures of two authorised officials are appended by authority of the Board of Directors.

Dated this                      day of                      in the year

..... Name .....  
AUTHORISED OFFICIAL

Status .....

..... Name .....  
AUTHORISED OFFICIAL

Status .....

By authority of the Board of Directors