

# MR01

## Particulars of a charge



Companies House

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](http://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 an instrument. Use form MR08.

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.  
If delivered outside of the 21 days it will be rejected unless it is accompanied  
by a court order extending the time for delivery.

You must enclose a certified copy of the instrument with this form. It  
must be scanned and placed on the public record. **Do not send the original**

FRIDAY



\*J4Z4WBDK\*

JNI 22/01/2016 #28  
COMPANIES HOUSE

\*J4YNEV9V\*

JNI 15/01/2016 #19  
COMPANIES HOUSE

### 1 Company details

Company number N 1 6 1 9 0 4 5

Company name in full Care (Ireland) Limited

0 0 1 3 For official use

→ **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 1 1 0 1 2 0 1 6

### 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 Ulster Bank Ireland limited

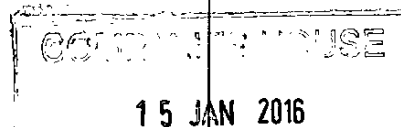
Name

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.



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## Particulars of a charge

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## Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Brief description

ALL THAT AND THOSE the dwelling house and lands situate at Cookstown, Ardee, County Louth, comprised in Folio 4610 County Louth (also referred to as Mountrush, Ardee, County Louth) HELD for freehold registered title.

Please limit the description to the available space.

5

## Other charge or fixed security

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

☒ Yes

☐ No

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## Floating charge

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

☒ Yes Continue

☐ No Go to **Section 7**

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

☐ Yes

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## Negative Pledge

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

☒ Yes

☐ No

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Trustee statement <sup>①</sup>

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.

☐

<sup>①</sup> This statement may be filed after the registration of the charge (use form MR06).

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## Signature

Please sign the form here.

Signature

Signature

X *Carson M. Dowell*  
Carson M. Dowell LLP X

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

MR01

## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **Sinead McGrath**

Company name **Carson McDowell LLP**

Address **Murray House, Murray Street**

Post town **Belfast**

County/Region

Postcode **B T 1 6 D N**

Country **Northern Ireland**

DX **403 NR BELFAST**

Telephone **028 9034 8823**

**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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: NI619045

Charge code: NI61 9045 0013

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 11th January 2016 and created by CARE (IRELAND) LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd January 2016.

Given at Companies House, Belfast on 26th January 2016



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Ref:

## PROPERTY REGISTRATION AUTHORITY

COUNTY LOUTH

FOLIO 4610

Legal Charge

**THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.**

THIS CHARGE is made the 11 day of *January* 2016

**BETWEEN:-**

- (1) **CARE (IRELAND) LTD** Registered Number NI 619045 having its registered office at Ashdale House, Armaghlughey Road, Ballygawley, Co Tyrone BT70 2LG (the "**Mortgagor**") which expression shall include its successors and permitted assigns;

**AND**

- (2) **ULSTER BANK IRELAND LIMITED** having its registered office at Ulster Bank Group Centre, George's Quay, Dublin 2 (the "**Bank**" which expression shall include its successors and assigns).

**NOW THIS DEED WITNESSETH:-****1 Charge**

- 1.1 For good and valuable consideration, the Mortgagor as continuing security for the payment and discharge of the Mortgagor's Obligations, as beneficial owner and, in the case of registered land, as registered owner or as the person entitled to be registered as registered owner hereby:-

- 1.1.1 **Grants** conveys and demises unto the Bank such part of the Mortgaged Property title to which is not registered or registerable in the Land Registry to hold the same as to so much thereof as is of freehold tenure unto and to the use of the Bank in fee simple and as to so much thereof as is of leasehold tenure unto the Bank for the residue of the respective terms of years for which the Mortgagor holds the same less the last three days of each such term.

- 1.1.2 **Charges** unto the Bank such part of the Mortgaged Property title to which is registered or registerable in the Land Registry with the payment and discharge of the Mortgagor's Obligations.

Provided always that if this deed is executed on or after the Commencement Date clauses 1.1.1 and 1.1.2 shall be deemed to be deleted and replaced by the following clause: "**CHARGES** unto the Bank the Mortgaged Property with payment and discharge of the Mortgagor's Obligations and **ASSENTS** to the registration of such charge as a burden on the property thereby affected."

- 1.1.3 **Charges** unto the Bank by way of first fixed charge any estate or interest in the Mortgaged Property which the Mortgagor may from time to time hereafter acquire.

- 1.1.4 **Charges** (in the event only of the Mortgagor being a body corporate) unto the Bank by way first fixed charge all the plant, machinery, vehicles, computer equipment, furniture, furnishings, equipment, tools and other chattels of the Mortgagor present and future at the Mortgaged Property not regularly disposed of in the ordinary course of business (excluding however, any such item which is included in the definition of Mortgaged

- 1.1.5 **Charges** (in the event only of the Mortgagor being a body corporate) unto the Bank by way first floating charge all the plant, machinery, vehicles, computer equipment, furniture, furnishings, tools and other chattels of the Mortgagor present and future at the Mortgaged Property not effectually subject to a fixed charge under this deed and the benefit of all associated warranties and maintenance contracts
- 1.1.6 **Assigns** and agrees to assign unto the Bank the proceeds of any insurance from time to time affecting the Charged Assets and, if and in so far as the same or any part thereof is not effective as a security assignment, charges unto the Bank by way of first fixed charge such proceeds.
- 1.1.7 **Charges** unto the Bank by way of first fixed charge the Goodwill.
- 1.1.8 **Charges** unto the Bank by way of first fixed charge any Liquor Licence (but not so as to create any property or interest in same separate from the Mortgaged Property);
- 1.2 **The Mortgagor hereby ASSENTS** to the registration of all or any of the foregoing security as a burden on the property thereby affected.
- 1.3 **The address of the Bank in Ireland for the service of notices and its description is** Ulster Bank Ireland Limited Ulster Bank Group Centre, George's Quay, Dublin 2, licenced bank.

## 2 Definitions

|                               |   |
|-------------------------------|---|
| <b>Act:</b>                   | means the Land and Conveyancing Law Reform Act 2009.  |
| <b>Charged Assets:</b>        | means the property and assets of the Mortgagor which are, or are expressed to be, charged, mortgaged or otherwise secured by this deed.   |
| <b>Commencement Date:</b>     | means 1 December 2009 being the date of commencement of the Act (except for section 132).   |
| <b>Encumbrance:</b>           | includes any mortgage, charge, pledge, lien or any other agreement or arrangement (whether conditional or not and whether relating to existing or to future assets) having the effect of providing a security or preferential treatment to a creditor (including set-off, title retention, defeasance or reciprocal fee arrangement).   |
| <b>Environment:</b>           | Includes any land (including without limitation soil surface land and sub-surface strata sea bed or river bed under any water and any natural or man made structures) and waters (including without limitation coastal and inland waters surface waters and ground waters and water in pipes drains or other conduits) and air (including without limitation air within buildings and other natural or man made structures or below ground)   |
| <b>Environmental Laws:</b>    | means all laws, directions and regulations concerning the protection of the environment or human health including, without limitation, the conservation of natural resources, the production, storage, transportation, treatment, recycling or disposal of any waste or any noxious, offensive or dangerous substance or the liability of any person whether civil or criminal for any damage to or pollution of the environment or the rectification thereof or any related matters. |
| <b>Environmental Licence:</b> | any permit, licence, approval, consent, registration or other authorisation required by or pursuant to any applicable Environmental Laws.   |
| <b>Expenses:</b>              | means all expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Charged Assets or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred.   |

|                                 |  |
|---------------------------------|--|
| <b>Floating Charge Assets:</b>  | means the assets of the Mortgagor subject to a floating charge under clause 1.1.5.   |
| <b>Goodwill:</b>                | means the present and future goodwill of any business carried on at the Mortgaged Property by or on behalf of the Mortgagor.   |
| <b>Interest:</b>                | means interest at the rate(s) charged to the Mortgagor by the Bank from time to time.  |
| <b>Liquor Licence:</b>          | means each and every licence (if any) including any renewal, extension or replacement thereof now or hereafter held by the Mortgagor (or any nominee of the Mortgagor) in relation to the Mortgaged Property for the sale of spirituous or intoxicating liquor whether for consumption on or off the premises.   |
| <b>Mortgaged Property:</b>      | means the freehold and leasehold immoveable property described in the schedule hereto and (by way of extension of Section 6 of the Conveyancing Act 1881 and section 71 of the Act) all rights, liberties, powers, easements, quasi easements, covenants and appurtenances (in each case of whatever nature) attached or appurtenant thereto and all buildings, structures, erections, fixtures (including trade fixtures) from time to time therein and thereon and also includes any share from time to time held by or on behalf of the Mortgagor in any landlord or management company relating thereto. |
| <b>Mortgagor's Obligations:</b> | means all monies (whether in respect of principal, interest, discount, commission, fees, expenses or otherwise), obligations and liabilities that are now or shall from time to time hereafter be due, owing or incurred by the Mortgagor to the Bank on any account or in any other manner whatever or howsoever whether actually or contingently, and whether solely or jointly with any other person(s), and whether as principal or surety or otherwise, and whether originally due, owing or incurred to the Bank or purchased or otherwise acquired by it.   |
| <b>Planning Acts:</b>           | means (a) the Planning and Development Acts 2000 to 2007 and the Building Control Acts 1990 and 2007, (b) any regulations made pursuant to any of the foregoing, and (c) any other legislation of a similar nature.  |
| <b>Required Currency:</b>       | means the currency or currencies in which the Mortgagor's Obligations are expressed from time to time.   |

### **3 Covenant to Pay**

The Mortgagor hereby covenants with the Bank that the Mortgagor will, on demand, pay and discharge the Mortgagor's Obligations when the same are due to be paid and discharged. The Mortgagor acknowledges that the Mortgagor's Obligations shall, in the absence of express written agreement to the contrary, be due and payable to the Bank on demand.

### **4 Covenant to Release**

Upon payment of all the Mortgagor's Obligations in accordance with the terms of this deed and upon the payment of all costs, charges and Expenses incurred by the Bank or any Receiver in relation to this deed, the Bank will at any time thereafter at the request and cost of the Mortgagor execute and do all such deeds, acts and things that may be necessary to discharge and release the security created by this deed. Any such release or discharge shall be deemed to be made subject to the condition that it will be void if any payment or discharge of the Mortgagor's Obligations is set aside under any applicable law or proves to have been for any reason invalid or void.

### **5 Trust of Leasehold reversions**

The Mortgagor declares that in respect of all the Mortgaged Property which is held under leasehold tenure the Mortgagor stands possessed of the leasehold reversion(s) immediately expectant on the term hereby granted in trust for the Bank (subject to any equity of redemption subsisting therein under this deed) and the Mortgagor will dispose of such reversion as the

Bank may direct. The Mortgagor hereby authorises the Bank or any nominee of the Bank to appoint a new trustee or trustees of such reversion in place of the Mortgagor as if the Mortgagor were incapable of acting in the trusts thereof hereby declared. The Mortgagor hereby irrevocably and by way of security appoints the Bank and severally any nominee of the Bank the attorney of the Mortgagor in the Mortgagor's name and on the Mortgagor's behalf to assign the said reversion to the Bank or as it or they may direct and to execute and do all deeds, documents and acts necessary or proper for that purpose; Provided always that this clause shall not apply if this deed is executed on or after the Commencement Date.

## **6 Restrictions**

### **6.1 The Mortgagor will not without the Bank's prior written consent:-**

**6.1.1 Create** or permit to subsist any Encumbrance (other than those created by this deed) on the Charged Assets or any of them.

**6.1.2 Grant** or agree to grant any lease, tenancy, licence or right of occupation (whether shared or otherwise) affecting any part of the Mortgaged Property or surrender or terminate or agree to a surrender assignment or other alienation of any such lease, tenancy, licence or right of occupation or exercise any powers of leasing or surrender conferred, if this deed is executed prior to the Commencement Date, by Section 18 of the Conveyancing Act 1881 or Section 3 of the Conveyancing Act 1911 or, if this deed is executed on or after the Commencement Date, by sections 112 to 114 of the Act or by any other statutory provision or common law or accept a surrender of any lease or licence of the Charged Assets or any of them.

**6.1.3 Sell**, assign, transfer or otherwise dispose of the whole or any part of the Charged Assets.

Except that, if the Mortgagor is a body corporate, it may in the ordinary course of its business and for the purpose of carrying on the same, sell, lease or otherwise dispose of, at market value, any of the Floating Charge Assets until such time as the floating charge thereon has been converted or crystallised into a fixed charge.

**6.2 If** the Bank does consent to the creation of a mortgage or charge on the Mortgaged Property it may require a priority agreement or deed with the other mortgagee or chargee.

## **7 Insurance**

**7.1 The** Mortgagor will keep such of the Charged Assets as are of an insurable nature insured in the joint names of the Bank and it with the Bank and it as joint loss payees insured against loss or damage by fire civil commotion, explosion, aircraft, flood, storm, tempest, lightning, burst pipes, electrical faults and such other risks as the Bank shall from time to time consider necessary to the full reinstatement value thereof (together with additional amounts estimated as sufficient to cover architect's and surveyor's fees loss of rent and the costs of demolition site clearance and shoring up) or as the Bank may decide with such insurance office or underwriters as may from time to time be approved by the Bank in writing and it shall maintain such other insurances as are normally maintained by prudent companies carrying on similar businesses.

**7.2 If** the Mortgagor defaults in insuring any of the Charged assets in accordance with the requirements of this deed the Bank may, but shall not be obliged to, enter and effect such insurance (without becoming liable to account as mortgagee in possession).

**7.3 The** Mortgagor will hold in trust for the Bank all money received under any insurance of the Charged Assets and at the Bank's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Mortgagor's Obligations.

## **8 Deposit Documents**

**The** Mortgagor will from time to time deposit with the Bank all insurance policies (or where the Bank agrees copies of them) and all deeds and documents of title relating to the Mortgaged Property.



## **9 Repair and Alteration**

- 9.1 **The Mortgagor will keep such of the Charged Assets as are of a repairable nature in good condition and the Bank may enter and inspect and in default effect repairs (without becoming liable to account as mortgagee in possession).**
- 9.2 **The Mortgagor will not, without the prior written consent of the Bank, make any alteration to the Mortgaged Property which would require planning permission or approval under any Building Regulations and shall carry on its business in compliance with the Planning Acts and with Environmental Laws and Environmental Licences.**

## **10 Liquor Licence**

**If there is or ought to be a Liquor Licence attached to the Mortgaged Property or any part thereof, carry on the business of a licensed publican, an off licence or, as the case may be, a hotel keeper at the Mortgaged Property to best advantage in a proper and businesslike manner and in conformity with all statutes, regulations and bye-laws applicable thereto and not permit or suffer to be done any act or thing whereby the Liquor Licence may be forfeited or the renewal thereof endangered and keep the Liquor Licence in full force and effect and so often as is necessary promptly renew the Liquor Licence and apply for and obtain any extension to or replacement of the Liquor Licence necessary or desirable in connection with any extension enlargement or reconstruction of the Mortgaged Property.**

## **11 Crystallisation**

- 11.1 **The Bank may by written notice to the Mortgagor convert any floating charge created by this deed into a fixed charge as regards any of the Floating Charge Assets. Following such a notice the Mortgagor shall not dispose of any of the Floating Charge Assets without the prior written consent of the Bank.**
- 11.2 **In addition and without prejudice to any other event resulting in a crystallisation of any floating charge created by this deed, the floating charge shall automatically and instantly be converted into a fixed charge over all the Floating Charge Assets if and when:**
- 11.2.1 **The Mortgagor ceases to carry on business;**
- 11.2.2 **The Mortgagor agrees to sell or otherwise dispose of any of its business or assets;**
- 11.2.3 **The holder of any other Encumbrance whether ranking in priority to or pari passu with or after the floating charge shall appoint a Receiver or a petition is presented for the appointment of a liquidator an examiner or other insolvency official to or the protection of the court is sought by the Mortgagor;**
- 11.2.4 **Any floating charge granted by the Mortgagor to any person shall crystallise for any reason whatsoever; or**
- 11.2.5 **Any asset of the Mortgagor is in the opinion of the Bank in danger of being seized or is seized by or on behalf of any creditor of the Mortgagor; or**
- 11.2.6 **Any property assets or undertaking which shall become subject to an Encumbrance in favour of any person other than the Bank without the prior written consent of the Bank or which are the subject of a sale transfer or other disposition in either case contrary to the covenants contained in this deed immediately prior to such Encumbrance arising or such sale transfer or other disposition being made.**

## **12 Powers of the Bank**

- 12.1 **The Bank may without restriction grant or accept surrenders of leases of the Mortgaged Property or any part of it and the statutory powers of leasing and accepting surrenders conferred on the Bank are extended so as to authorise the Bank to lease, make agreements for leases, accept surrenders of leases and grant options as the Bank may think fit and without the need to comply with, if this deed is executed before the Commencement Date, any provision of section 18 of the Conveyancing Act 1881 or section 3 of the Conveyancing Act 1911 or, if this deed is executed on or after the Commencement Date, sections 112 to 114 of the Act. Without prejudice to the generality of the foregoing if this deed is executed on or after the Commencement Date the Bank or any receiver may exercise the statutory power to accept surrenders of leases conferred by the Act for any purpose that it or he thinks fit and not just for**

the purpose of granting new leases under section 112 of the Act and any new lease granted by the Bank or any Receiver following the acceptance of a surrender need not comply with the requirements of section 114(3) of the Act.

**12.2 If:**

- (a) the Mortgagor fails to pay or discharge any of the Mortgagor's Obligations when the same ought to be paid or discharged; or
- (b) there occurs any event (whether described as an event of default or otherwise) by virtue of which any of the Mortgagor's Obligations becomes due to be paid or discharged before the date on which it would otherwise be due to be paid or discharged;

this security shall immediately become enforceable and the power of sale and other powers conferred by, if this deed is executed prior to the Commencement Date, the Conveyancing Acts 1881 to 1911 or, if this deed is executed on or after the Commencement Date, the Act in each case as varied or extended by this deed and all other powers conferred upon the Bank by or by virtue of this deed shall be immediately exercisable. Section 17 of the Conveyancing Act 1881 (restricting the right of consolidation) does not apply to the security constituted by this deed.

**12.3 At any time after the security hereby constituted has become enforceable the power of sale and all other powers conferred on mortgagees by statute shall be exercisable immediately without, if this deed is executed prior to the Commencement Date, the restrictions contained in section 20 of the Conveyancing Act 1881 and, if this deed is executed on or after the Commencement Date, without the need:**

- (a) for the occurrence of any of the events specified in paragraphs (a) to (c) of section 100 of the Act, or
- (b) to give notice as specified in the final proviso to section 100(1) of the Act, or
- (c) to obtain the consent of the Mortgagor or a court order authorising the exercise of the power of sale under sections 100(2) or (3) of the Act, or
- (d) to give any notice to the Mortgagor under section 103(2) of the Act.

Section 94 of the Act shall not apply to this deed.

**12.4 The Bank may at any time after this security has become enforceable without the need for the occurrence of any of the events specified in paragraphs (a) to (c) of section 108(1) of the Act under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Charged Assets. Any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts, defaults and remuneration. The Bank shall not incur any liability in respect of any contracts, engagements, acts, omissions, defaults or losses of the Receiver or for liabilities incurred by him or for his remuneration by reason of its making his appointment as such Receiver or of its having made or given any regulation or direction to such Receiver or for any reason whatsoever. The Bank may from time to time fix the remuneration of any Receiver (without being limited by the maximum rate specified in Section 24(6) of the Conveyancing Act 1881 or any maximum rate of commission prescribed under section 108(7) of the Act) and direct payment of such remuneration out of monies accruing to him in the exercise of his powers as such Receiver but the Mortgagor shall be liable for the payment of such remuneration.**

**12.5 No person (including a purchaser) dealing with the Bank or a Receiver or its or his agents will be concerned to enquire:**

**12.5.1 Whether** the Mortgagor's Obligations have become payable; or

**12.5.2 Whether** due notice has been given to any person; or

**12.5.3 Whether** any power which the Bank or the Receiver is purporting to exercise has become exercisable or has been or is being properly exercised; or

**12.5.4 Whether** any of the Mortgagor's Obligations remain due; or

**12.5.5 How** any money paid to the Bank or to the Receiver is to be applied.

and all protections to purchasers contained in sections 105, 106 and 108(5) of the Act shall apply to any person (including a purchaser) dealing with the Bank or any Receiver in like manner as if the statutory powers of sale and appointing a receiver had not been varied or extended by this deed.

- 12.6 **All** or any of the powers conferred on a Receiver by clause 13 may be exercised by the Bank without first appointing a Receiver or notwithstanding any such appointment.
- 12.7 **Neither** the Bank nor any Receiver appointed by it will be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Bank.
- 12.8 **At** any time after the security hereby constituted has become enforceable and without the need to obtain the consent of the Mortgagor or an order for possession under sections 97 or 98 of the Act, the Bank may without further notice or demand enter into possession of the Charged Assets. The rights of the Bank under this clause are without prejudice to and in addition to any right of possession (express or implied) to which it is at any time otherwise entitled (whether by virtue of this deed, operation of law, contract or otherwise). Section 99 of the Act shall not apply to this deed and neither the Bank nor any Receiver shall be obliged to take any steps to sell or lease the Charged Assets after going into possession of same and the Bank and any Receiver shall have absolute discretion as to the time of exercise of the power of sale and power of leasing.
- 12.9 **At** any time after the security hereby constituted has become enforceable, the Bank or any Receiver may, as agent of the Mortgagor, remove, store and sell, at the expense of the Mortgagor, any chattels found on or about the Mortgaged Property and, in the absence of any charge or other security in favour of the Bank thereover (whether created by this deed or otherwise), the net proceeds of sale thereof shall be payable to the Mortgagor on demand. If the Mortgagor is not a body corporate, the provisions of this clause shall not be construed or operate to confer on the Bank any right to any chattels of the Mortgagor or the proceeds of sale thereof which would constitute this deed a bill of sale within the meaning of the Bills of Sale (Ireland) Acts, 1879 and 1883.
- 12.10 **In** addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off the whole or any part of the Mortgagor's Obligations against any deposit or credit balance on any account of the Mortgagor with the Bank (whether or not that deposit or balance is due to the Mortgagor).
- 12.11 **The** Bank may exchange or convert to the Required Currency any currency held or received.

### **13 Receivers**

- 13.1 **Any** Receiver appointed by the Bank shall (in addition to all powers conferred on him by law) have the following powers which in the case of joint Receivers may be exercised jointly or severally:-
- 13.1.1 **To** take possession of and generally manage the Charged Assets and any business carried on at the Mortgaged Property.
- 13.1.2 **To** carry out on the Mortgaged Property any new works or complete any unfinished works of building reconstruction, maintenance, furnishing or equipment.
- 13.1.3 **To** purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land.
- 13.1.4 **To** sell, lease, surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the Mortgaged Property.
- 13.1.5 **To** carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor.
- 13.1.6 **To** take continue or defend any proceedings and enter into any arrangement or compromise.

- 13.1.7 **To** insure any of the Charged Assets which are of an insurable nature and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen.
- 13.1.8 **To** employ advisers, consultants, managers, agents, workmen and others and purchase or acquire materials tools equipment goods or supplies.
- 13.1.9 **To** borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers.
- 13.1.10 **To** do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Charged Assets and to exercise in relation to the Charged Assets or any of them all such powers, authorities and things as he would be capable of exercising if he were the absolute beneficial owner of the same.
- 13.2 **A** Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses outgoings including any taxes payable by a Receiver or the Bank and liabilities and in payment of his fees and secondly in or towards payment to the Bank of the Mortgagor's Obligations and thirdly, the surplus (if any) shall be paid to the Mortgagor or such person or entity as may be entitled thereto.

#### **14 Power of Attorney**

**The** Mortgagor by way of security hereby irrevocably appoints the Bank and any Receiver severally to be the attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed or otherwise to sign or execute and deliver all deeds, instruments and documents, do any act or take continue or defend any proceedings which may be required or deemed proper for perfecting the Bank's or a Receiver's title to any of the Charged Assets or for vesting any of the Charged Assets in it or him or any purchaser or for the exercise of any of the powers, rights or remedies hereby conferred on the Bank and/or a Receiver. The Mortgagor ratifies and confirms whatever any attorney does or purports to lawfully do pursuant to its appointment under this clause.

#### **15 Appropriation**

- 15.1 **Subject** to Clause 15.2 the Bank may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Mortgagor's Obligations as the Bank decides.
- 15.2 **The** Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting any of the Charged Assets. Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Mortgagor's Obligations outstanding at the time of receiving such notice.

#### **16 Preservation of other Security and Rights and Further Assurance**

- 16.1 **This** deed is in addition to any other security present or future held by the Bank for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank.
- 16.2 **The** Mortgagor will at the Mortgagor's own cost execute and do all such assurances and things as the Bank may reasonably require for perfecting the security intended to be constituted by this deed and for enforcing all or any of the Bank's rights in or in respect of all or any of the Charged Assets and to give to the Bank and any Receiver such information as they may reasonably require.
- 16.3 **Without** prejudice to the generality of Clause 16.2, the Mortgagor hereby covenants with the Bank that the Mortgagor will, at the cost of the Mortgagor, if and when requested by the Bank, execute a charge in the form of Land Registry form 52 (with such modifications as the Bank may require) over all the land which is, or is intended to be, charged by this Charge and which is registered or in the course of being registered in the Land Registry and will provide all appropriate assistance to the Bank to have the same duly registered in the Land Registry as a burden on the land thereby affected.

17 **Memorandum and Articles of Association**

If the Mortgagor is a company the Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association.

18 **Variation**

The Mortgagor waives any right it may have of first requiring the Bank (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from any Mortgagor under this deed. This waiver applies irrespective of any law or any provisions of this deed or any other document to the contrary.

19 **Notices**

19.1 **Any** notice or demand by the Bank may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Bank or if the Mortgagor is a company the notice or demand may be served personally on any of its directors or its secretary.

19.2 A notice or demand by the Bank by delivery shall be deemed served on the day of delivery.

19.3 A notice or demand by the Bank by post shall be deemed served on the day after posting.

19.4 A notice or demand by the Bank by fax shall be deemed served at the time of sending.

19.5 In the case of death of the Mortgagor (or where the expression "Mortgagor" includes two or more persons of one or more of them) and until the Bank receives notice in writing of the grant of probate of the will or letters of administration in respect of the estate of the deceased and, in each such case, an address of communication for his personal representative(s), any notice or demand by the Bank sent as aforesaid and addressed to the deceased shall for all purposes be deemed sufficient notice or demand by the Bank to the deceased and his personal representatives and shall be as effective as if the deceased were still living.

19.6 **Any** demand for payment made by the Bank shall be valid and effective for all purposes of this deed notwithstanding that the demand contains no statement of the relevant liabilities or that it inadvertently contains an inaccurate or incomplete statement of them, but if there is an inaccuracy the Mortgagor shall only be liable for the correct amount of such liabilities.

20 **Assignment**

The Mortgagor shall not be entitled to assign, transfer or otherwise dispose of the benefit or the burden of this deed. The Bank may (without the need for any further consent from or notice to the Mortgagor) assign, transfer, sub-mortgage, sub-charge or otherwise grant interests in, or dispose of, the whole or any part of the benefit of this deed and its rights and obligations hereunder and it may provide any information concerning the Mortgagor and this deed to any actual or proposed assignee, transferee, sub-mortgagee, sub-chargee or other grantee or disposee or successor and their respective officers, employees, agents and advisers. Any reference to the Bank in this deed shall include any assignee, transferee, novatee, mortgagee, chargee, grantee or other disposee and its successors who shall be entitled to enforce and proceed upon and exercise all rights, powers and discretions of the Bank under this deed in the same manner as if named herein.

21 **Governing Law and Jurisdiction**

21.1 **This** deed shall be governed by and construed in accordance with the laws of Ireland.

21.2 **Subject** to clause 21.3 each of the parties to this deed irrevocably agrees that the courts of Ireland are to have exclusive jurisdiction to settle any dispute arising out of or in connection with this deed and for such purposes irrevocably submits to the exclusive jurisdiction of such courts. Any proceedings suit or action arising out of or in connection with this deed (the "**Proceedings**") may therefore be brought in the Courts of Ireland.

21.3 **Each** of the parties to this deed agrees that the Bank shall be entitled to take Proceedings in any other court or courts having jurisdiction and the Mortgagor waives any objection to Proceedings in any such courts on grounds of venue or on the grounds of a forum non-conveniens. The taking of Proceedings by the Bank in any one or more jurisdictions shall not preclude the taking of Proceedings by the Bank in any other jurisdiction whether concurrently or not.

- 21.4 **The** Mortgagor consents to service by delivery or post at the Mortgagor's address last known to the Bank or, if it is a body corporate, at its registered office and undertakes to enter an unconditional appearance within fourteen (14) days of service of Proceedings.
- 22 **Interpretation**
- 22.1 **Any** reference in this deed to any statutory provision, order or regulation shall include reference to any extension, modification, replacement or re-enactment thereof from time to time in force and all regulations and orders from time to time made thereunder and any analogous provision or rule under any applicable law for the time being in force.
- 22.2 **Interest** will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select.
- 22.3 **References** to the "Mortgaged Property" include any part of it.
- 22.4 **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 way be affected.
- 22.5 **If** this deed is executed prior to the Commencement Date nothing herein shall authorise or permit the postponement of any estate or interest arising under the trusts created herein from vesting outside the perpetuity period. In its context "perpetuity period" means the period commencing on the date of this deed and ending on the expiration of 21 years from the date of the death of the last survivor of the issue now living of the late President of Ireland, Eamon de Valera.
- 22.6 **If** the expression "Mortgagor" consists of two or more persons:
- 22.6.1 **Such** expression shall in this deed mean and include such two or more persons and each of them or (as the case may require) any of them;
- 22.6.2 **The** expression "Mortgagor's Obligations" shall be construed so as to include and this deed shall be security for all monies, obligations and liabilities due, owing or incurred by any of such persons to the Bank whether solely or jointly or jointly and severally with any other(s) of them or with any other person(s);
- 22.6.3 **All** agreements, obligations, liabilities covenants, undertakings, warranties, representations, mortgages and charges herein expressed or implied on the part of the Mortgagor shall be deemed to be made or undertaken by such persons jointly and severally and the act or default of any one of such persons shall be deemed to be the act or default of all of them;
- 22.6.4 **None** of such persons shall as against the Bank be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness, obligations or liabilities of any of the other of them or be entitled in competition with or priority to the Bank to claim or exercise any of the rights (in the nature of contribution or otherwise) of one joint (or joint and several) debtor against another;
- 22.6.5 **Each** shall be bound even if any of the others of them intended or expressed to be bound by this deed shall not be so bound; and
- 22.6.6 **The** Bank shall be at liberty to release or discharge any one or more of them from any liability under this deed or in respect of his or their interest in the Charged Assets or to take any composition from or make any other arrangements or variation with any one or more of them without thereby releasing or discharging any other or others of them or otherwise prejudicing its rights or remedies against any other or others of them or the Charged Assets.

**In Witness** of which this deed has been duly executed as a deed on the date first above written.

## THE SCHEDULE

**The Mortgaged Property:** **ALL THAT AND THOSE** the dwelling-house and lands situate at Cookstown, Ardee, County Louth comprised in Folio 4610 County Louth (also referred to as Mountrush, Ardee, County Louth).

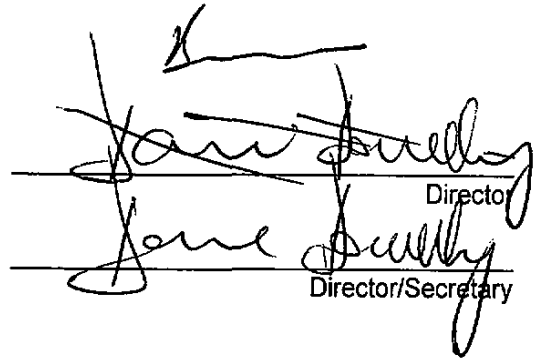
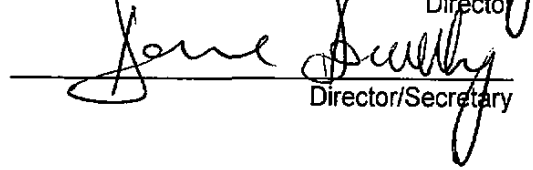
**HELD** for freehold registered title

## SIGNATURES

This is an important legal document. You are strongly recommended to seek independent legal advice before signing it.

~~GIVEN under the COMMON SEAL of~~  
~~the MORTGAGOR in the presence of:-~~

EXECUTED as a deed on  
behalf of the MORTGAGOR  
acting by its sole  
director in the presence  
of a witness:

  
Director  
  
Director/Secretary

Witness name - Rachel Rodger  
Witness address - Lavey House,  
Ealing Park Tce,  
Dublin 2

Witness occupation - Solicitor



**RECEIPT**

**(Pursuant to Section 18 of the Housing Act, 1988)**

The Bank hereby acknowledges receipt of all moneys secured by the within deed.

**SIGNED SEALED\* and DELIVERED**  
as a deed for and on behalf of the **BANK**  
on \_\_\_\_\_ 20\_\_\_\_  
by its lawfully appointed attorney  
in the presence of:

\_\_\_\_\_  
Attorney of the Bank

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Address of witness

\_\_\_\_\_  
Occupation of witness

(\* If executed on or after 1 December 2009 please delete the word "sealed")

We hereby certify that the within is a true copy of the  
original with which it has been compared.

Dated this 12 day of January 2016

*Eversheds*

**EVERSHEDS**

One Earlsfort Centre  
Earlsfort Terrace, Dublin 2.