

THIS DEED OF MORTGAGE AND CHARGE made the 1st day of *September* 20 *14* **BETWEEN KEVIN CARROLL** of Crowenstown, Delvin, in the County of Meath (hereinafter called "the Mortgagor") of the one part and **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** having its head office at 40 Mespil Road, Dublin 4 (hereinafter called "the Bank") of the other part.

WHEREAS:

- (a) The Mortgagor has already been granted or may hereafter be granted accommodation from time to time by the Bank in some one or other of the modes in which bankers accommodate or grant facilities to their customers or others and/or is now or may hereafter become indebted to the Bank by other means.
- (b) The Mortgagor is now seized and possessed of or otherwise entitled to or is the registered owner or the person entitled to be registered as owner of the lands, hereditaments and premises described in the Schedule hereto (hereinafter referred to as "the Mortgaged Premises").
- (c) It has been agreed between the parties hereto that all monies now owing or which shall hereafter become owing on a general balance of account or otherwise from the Mortgagor to the Bank with interest, costs and charges shall be secured in the manner and upon the terms hereinafter appearing.

NOW THIS DEED made in pursuance of the said agreement and in consideration of the premises **WITNESSETH** and it is hereby **AGREED AND DECLARED** by and between the parties hereto as follows:

1. CHARGE

Charge Over Lands: As continuing security for the payment, performance and discharge to the Bank of all monies, obligations or liabilities hereinafter covenanted to be paid, performed or discharged and as a legal mortgage of land, the **MORTGAGOR** as beneficial owner and also in the case of registered land as registered owner (or as the person entitled to be registered as owner), **HEREBY CHARGES** by deed the Mortgaged Premises with the payment, performance and discharge to the Bank of all monies, obligations or liabilities aforesaid subject to such terms and conditions, covenants and obligations as are set out in this Mortgage

and hereby **ASSENTS** to the registration of this charge for present and future advances as a burden on the Mortgaged Premises.

The address in the State of the Bank for service of notices and its description are:

Address: Head Office, 40 Mespil Road, Dublin 4.

Description: Credit Institution regulated by the Central Bank of Ireland.

2. COVENANT TO PAY

The Mortgagor shall on demand pay to the Bank the balance which now is or shall for the time being be or become due or owing by the Mortgagor to the Bank on any account or accounts or in any manner whether for or on foot of bills of exchange, promissory notes, loans, credits, advances, leasing, guarantees, indemnities, interest, commission, discount, liability in connection with foreign exchange transactions, Bank charges (including legal charges occasioned by or incidental to this or any other security held by or offered to the Bank or by or to the enforcement of any such security) or otherwise howsoever and whether the Mortgagor shall be liable therefor alone or jointly with any other person or persons as principal or surety together with interest as hereinafter provided.

3. DEMAND

- 3.1 The demand herein referred to shall mean a demand for payment of the monies hereby secured made by the Bank or on behalf of the Bank by any law agent or solicitor, secretary, agent, manager, or other officer of the Bank upon the Mortgagor by notice in writing, and such demand in case of monies due and owing on current account may be made at any time and in other cases may be made when or at any time after the Bank becomes entitled to call for payment of the monies and separate demands may be made in respect of separate accounts at different times.
- 3.2 Such demand shall be deemed to be made when such notice is delivered or sent by prepaid post to the Mortgagor at the last known address of the Mortgagor and, if posted by prepaid post, such demand shall be deemed to be made at the time at which it would have been delivered in the ordinary course of post.
- 3.3 Any demand for payment made by the Bank shall be valid and effective for all purposes of this Mortgage 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.

4. INTEREST

The monies hereby secured shall after demand bear interest at the current rate of the Bank for the relative account at the branch at which the account is maintained with a minimum rate of 2 per cent. per annum and compoundable with quarter yearly rests before as well as after judgment. A certificate signed by an officer, at the date of the certificate, of the branch of the Bank at which the relative account is maintained stating the current rate of interest applicable to the said account from time to time shall be conclusive evidence against the Mortgagor of the rate of interest applicable to the relative account at the said branch from time to time.

5. PROVISIO FOR REDEMPTION

PROVIDED ALWAYS that if the Mortgagor shall pay to the Bank all sums which shall be due or owing by the Mortgagor to the Bank pursuant to the covenant hereinbefore contained (whether the same shall then be immediately payable or not) then the Bank will at any time thereafter upon the request and at the cost of the Mortgagor release and discharge the Mortgaged Premises from the charge hereby created.

6. CONTINUING SECURITY / PRESERVATION OF OTHER SECURITY

6.1 These presents shall be a continuing security to the Bank and the same shall not be prejudiced by the settlement of any account or by any collateral or other security being taken for any of the monies intended to be secured hereby even if the same shall not be payable until a future time or shall be taken without the consent or against the prohibition of the Mortgagor in respect of monies for which the Mortgagor is or shall be liable as a surety only **AND** notwithstanding anything herein contained it shall be lawful for the Bank at any time or times hereafter to sue for and compel payment of all simple contract debts, bills of exchange, promissory notes or other securities for monies on which the Mortgagor shall be liable as well from the Mortgagor as from all and every other party liable on such debts, bills, notes or other securities in such manner and by such proceedings and at such times as the Bank shall think fit **PROVIDED ALWAYS** that no simple contract shall be deemed or taken to have merged in these presents and that in any action by the Bank upon any simple contract the defence that such simple contract was merged in these presents shall not be available.

6.2 These presents shall not operate as a merger or defeasance of any prior charge or estate, legal or equitable, lien, guarantee or security of the Bank upon or in the Mortgaged Premises or any part thereof.

7. INSURANCE

So long as any money shall remain due or owing on the security hereof the Mortgagor shall keep the buildings and all fixtures (including trade fixtures) from time to time on the Mortgaged Premises and all fixed plant and machinery of the Mortgagor both present and future therein or thereon in good and substantial repair and will keep the same insured against loss or damage by fire, aircraft, explosion, flood or other usual risks in the full reinstatement value thereof and in the joint names of the Mortgagor and the Bank in some insurance office to be approved by the Bank and will duly pay all premiums and other sums of money payable in respect of all such insurances and will if required produce to the Bank the policy or policies of such insurance and the receipt for every such payment within 14 days of the same becoming due and if the Mortgagor shall fail to perform any of the obligations under this clause the Bank may thereupon repair or insure the said buildings or any of them as it may deem fit and the Mortgagor shall on demand

repay to the Bank any sum of monies expended by it for such purpose with interest at the appropriate rate as if such monies had been advanced by the Bank to the Mortgagor by way of overdraft from the time of the same having been expended and until such payment the sum shall be charged on the Mortgaged Premises and the receipt of the Bank for any monies which may become payable under or by virtue of such policy of insurance shall effectually discharge the insurance company and all persons paying such monies from the same.

8. POWERS OF THE BANK / ENFORCEMENT

- 8.1 The Bank shall in respect of the Mortgaged Premises have the power of sale and all other powers conferred by the Land and Conveyancing Law Reform Act 2009 (hereinafter called "the Act") upon mortgagees with and subject to the following modifications (and such further modifications as may be set out in this Mortgage):-
- (a) notwithstanding anything contained in this Mortgage, the exercise by the Bank of the powers and rights conferred on it by virtue of the provisions of Chapter 3 of Part 10 of the Act shall not be subject to any restriction on such exercise contained in Section 96(1)(c) of the Act;
 - (b) the said power of sale shall be exercisable without the restrictions on its exercise imposed by Section 100 of the Act; and
 - (c) the power to appoint a receiver shall be exercisable without the restrictions on its exercise imposed by Section 108(1) of the Act.
- 8.2 On or at any time after the date of this Mortgage the Bank may exercise without further notice to the Mortgagor and without the restrictions contained in the Act and whether or not it shall have appointed a receiver, all the powers and rights conferred on mortgagees by the common law and the Act as varied or extended by this Mortgage and all the powers and discretions hereby conferred, either expressly or by reference, on a receiver.
- 8.3 Notwithstanding anything to the contrary contained in the Act, the Bank reserves the right to consolidate mortgage securities without restriction.
- 8.4 The Mortgagor shall not take any action under Section 94 of the Act in respect of the Mortgaged Premises, this Mortgage or any monies, obligations or liabilities hereby covenanted to be paid or discharged.
- 8.5 The restrictions on taking possession of mortgaged property contained in Section 97 of the Act shall not apply to this Mortgage. On or at any time after the date of this Mortgage, the Bank may, without notice to the Mortgagor or any further consent on the part of the Mortgagor and without the restrictions contained in the Act, take possession of and hold all or any part of the Mortgaged Premises or enter into possession of the receipt of all or any part of the rents and profits of the Mortgaged Premises and the Bank may, without first appointing a receiver, exercise all or any

of the powers and rights conferred on mortgagees by the Act as varied or extended by this Mortgage and all the powers, authorities and discretions conferred by this Mortgage expressly or by implication on any receiver or otherwise conferred by statute or common law on mortgagees or receivers.

- 8.6 On or at any time after the date of this Mortgage or if requested by the Mortgagor, the Bank may, without notice to the Mortgagor, in writing under its Common Seal or under the hand of any officer or manager or any other nominated person of the Bank, appoint any person to be a receiver (the "Receiver") of all or any part of the Mortgaged Premises and all or any part of the rents and profits of the Mortgaged Premises and may, except as otherwise required by statute, remove any such Receiver and appoint another in his place or appoint another person to act jointly with any such Receiver.
- 8.7 Such an appointment over part only of the Mortgaged Premises or part only of the rents and profits thereof shall not preclude the Bank from making any subsequent appointment of the same or another Receiver over any part of the Mortgaged Premises or any part of the rents and profits thereof over which an appointment has not been previously made.
- 8.8 Where more than one Receiver is appointed they shall have power to act severally unless the Bank shall in the appointment specify to the contrary.
- 8.9 A Receiver shall be deemed at all times and for all purposes to be the agent of the Mortgagor in respect of which he is appointed and the Mortgagor shall be solely responsible for his acts or defaults and for the payment of his remuneration and the Receiver shall at no time act as agent for the Bank.
- 8.10 Neither the Bank nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Mortgaged Premises or the rents and profits thereof or be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with all or any part of the Mortgaged Premises or the rents and profits thereof to which a mortgagee in possession might as such be liable.
- 8.11 Section 99(1) of the Act shall not apply to this Mortgage and any obligations imposed on mortgagees in possession or receivers by virtue of the application of Section 99(1) shall not apply to the Bank or any Receiver.
- 8.12 The Bank may, at any time and from time to time, delegate by power of attorney or in any other manner (including, without limitation, under the hand of any officer of the Bank) to any person or persons or company or fluctuating body of persons all or any of the powers, authorities and discretions which are, for the time being, exercisable by the Bank under this Mortgage or under the Act (without the restrictions contained in the Act) in relation to the Mortgaged Premises or any part thereof, and any such delegation may be made upon such terms and conditions (including power to sub-delegate) and subject to such regulations as the Bank may

think fit, and the Bank shall not be in any way liable or responsible to the Mortgagor for any loss or damage arising from any act, default, omission, or misconduct on the part of any such delegate (or sub-delegate).

9. RECEIVER

9.1 A Receiver shall have all the powers conferred from time to time on receivers by statute and in the case of the powers conferred by the Act without the restrictions contained in the Act and, in addition, power on behalf and at the cost of the Mortgagor (notwithstanding the bankruptcy or insolvency of the Mortgagor) to do or omit to do anything which the Mortgagor could do or omit to do in relation to the Mortgaged Premises or any part thereof and in particular (but without limitation) a Receiver shall have the power to do all or any of the following:

- (a) enter upon, take possession of, collect and get in all or any of the Mortgaged Premises and the rents and profits of the Mortgaged Premises in such manner as he may think fit;
- (b) carry on, manage, develop, reconstruct, amalgamate or diversify the business of the Mortgagor or any part thereof or concur in so doing, lease or otherwise acquire and develop or improve properties or other assets without being responsible for loss or damage;
- (c) raise or borrow any money (including money for the completion with or without modification of any building in the course of construction and any development or project in which the Mortgagor was engaged) from or incur any other liability to the Bank or others on such terms with or without security as he may think fit and so that any such security may be or include a charge on the whole or any part of the Mortgaged Premises ranking in priority to this security or otherwise;
- (d) sell by public auction or private contract, let, surrender or accept surrenders, grant licences or otherwise dispose of or deal with all or any of the Mortgaged Premises or concur in so doing in such manner for such consideration and generally on such terms and conditions as he may think fit (including, without limitation, conditions excluding or restricting the personal liability of the Receiver or the Bank) with full power to convey, let, surrender, accept surrenders or otherwise transfer or deal with such Mortgaged Premises by deed or otherwise in the name and on behalf of the Mortgagor or otherwise and so that covenants and contractual obligations may be granted and assumed in the name of and so as to bind the Mortgagor if he shall consider it necessary or expedient so to do; any such sale, lease or disposition may be for cash, debentures or other obligations, shares, stock, securities or other valuable consideration and be payable immediately or by instalments spread over such period as he shall think fit and so that any consideration received or receivable shall ipso facto forthwith be and become charged with the payment, performance

and discharge of all monies, obligations or liabilities hereby covenanted to be paid or discharged; plant, machinery and fixtures may be severed and sold separately from the Mortgaged Premises and the Receiver may apportion any rent and the performance of any obligations affecting the premises sold without the consent of the Mortgagor;

- (e) promote, procure the formation or otherwise acquire the share capital of any body corporate with a view to such body corporate purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Mortgaged Premises or otherwise, arrange for companies to trade or cease to trade and to purchase, lease, licence or otherwise acquire all or any of the Mortgaged Premises on such terms and conditions whether or not including payment by instalments secured or unsecured as he may think fit;
- (f) make any arrangement or compromise or enter into or cancel any contracts which he shall think expedient;
- (g) make and effect such repairs, renewals and improvements to the Mortgaged Premises or any part thereof as he may think fit and maintain, renew, take out or increase insurances including, without limitation, indemnity insurance;
- (h) appoint managers, agents, officers, and employees for any of such purposes or to guard or protect the Mortgaged Premises at such salaries and commissions and for such periods and on such terms as he may determine and dismiss the same;
- (i) without any consent by or notice to the Mortgagor, exercise on behalf of the Mortgagor all the powers and provisions conferred on a landlord or a tenant by any legislation from time to time in force relating to rents or otherwise in respect of any part of the Mortgaged Premises but without any obligation to exercise any of such powers and without any liability in respect of powers so exercised or omitted to be exercised;
- (j) without any consent or notice by or to the Mortgagor, exercise for and on behalf of the Mortgagor and in the name of the Mortgagor all powers and rights of the Mortgagor and perform the obligations of the Mortgagor arising under or in connection with all agreements and contracts entered into by the Mortgagor for the sale of all or any part of the Mortgaged Premises, the granting of a lease of all or any part of the Mortgaged Premises, the granting of any rights over or in respect of all or any part of the Mortgaged Premises and the carrying out of any works on all or any part of the Mortgaged Premises;
- (k) settle, arrange, compromise and submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with the

business of the Mortgagor or the Mortgaged Premises or any part thereof or in any way relating to the security from time to time constituted by this Mortgage, bring, take, defend, compromise, submit to and discontinue any actions, suits, arbitrations or proceedings whatsoever whether civil or criminal in relation to the matters aforesaid (including, without limitation, proceedings for the bankruptcy or insolvency of the Mortgagor), enter into, complete, disclaim, abandon or disregard, determine or rectify all or any of the outstanding contracts or arrangements of the Mortgagor in any way relating to or affecting the Mortgaged Premises or any part thereof and allow time for payment of any debts either with or without security as he shall think expedient;

- (l) redeem any prior encumbrance and settle and agree the accounts of the encumbrancer; any accounts so settled and agreed shall (subject to any manifest error) be conclusive and binding on the Mortgagor and the money so paid shall be deemed an expense properly incurred by the Receiver;
- (m) generally, at his option, use the name of the Mortgagor in the exercise of all or any of the powers hereby conferred;
- (n) transfer by deed or otherwise all or any part of the Mortgaged Premises to any other company or body corporate, whether or not formed or acquired for the purpose;
- (o) exercise, or permit the Mortgagor or any nominees of the Mortgagor to exercise, any powers or rights incidental to the ownership of the Mortgaged Premises or any part thereof in such manner as he may think fit;
- (p) sign any document, execute any deed as a deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers aforesaid or to the realisation of the Bank's security and use the name of the Mortgagor for all the above purposes.

9.2 The restrictions contained in Section 108(7) of the Act shall not apply to the commission or remuneration of a Receiver appointed pursuant to this Mortgage. A Receiver shall be entitled to remuneration at a rate to be fixed by agreement between him and the Bank (or, failing such agreement, to be fixed by the Bank).

10. CONSENTS

- 10.1 The Mortgagor hereby consents to the Bank or any Receiver taking possession of and holding all or any part of the Mortgaged Premises.
- 10.2 The Mortgagor hereby consents to the Bank or any Receiver entering into possession of the receipt of all or any part of the rents and profits of the Mortgaged Premises

11. PROTECTION OF PURCHASERS

- 11.1 No buyer, mortgagor, mortgagee or other person or company dealing with a Receiver or the Bank shall be concerned to enquire whether any power exercised or purported to be exercised by him or it has become exercisable or whether any money is due on the security hereof or as to the propriety or regularity of any sale by or other dealing with such Receiver or the Bank but any such sale or dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly and all the protection to buyers contained in Sections 104, 105 and 106 of the Act shall apply to any person purchasing from or dealing with a Receiver or the Bank.
- 11.2 The receipt of the Bank or any Receiver shall be an absolute and conclusive discharge to a buyer and shall relieve him of any obligation to see to the application of any monies paid to or by the direction of the Bank or any Receiver.
- 11.3 In clause 11.1 and 11.2 "buyer" includes any person acquiring for money or money's worth, any lease of, or encumbrance over, or any other interest or right whatsoever in relation to, the Mortgaged Premises.

12. COVENANTS AND UNDERTAKINGS

The Mortgagor covenants and undertakes at all times during the continuance of the security that he:-

- (a) shall and will use the Mortgaged Premises only for the purpose or purposes for the time being authorised as the permitted use or user thereof under or by virtue of the Planning Acts;
- (b) shall and will not carry out any development within the meaning of the Planning Acts in or upon the Mortgaged Premises or any part thereof without first obtaining the Bank's written consent and such permission as may be required under or by virtue of the Planning Acts and shall and will carry out such developments in accordance with such permission and also in accordance with the Building Control Acts, 1990 to 2007 and any regulations made thereunder;
- (c) shall and will not, except with the prior written consent of the Bank, sell, convey, transfer, assign or otherwise dispose of all or any part of or interest in the Mortgaged Premises or agree to do any of the foregoing;
- (d) shall and will within seven days after the receipt of any notice or proposal for a notice or order or proposal for an order given, issued or made to the Mortgagor by a planning authority under or by virtue of the Planning Acts in respect of the Mortgaged Premises give full particulars thereof to the Bank and if so required by the Bank produce the same to the Bank and also without

delay will take all reasonable or necessary steps to comply with such notice or order and also will at the request of the Bank make or join with the Bank in making such applications or representations against or in respect of any proposal for such notice or order as the Bank may deem expedient;

- (e) shall and will in the event of a notice being served affecting the Mortgaged Premises or any part thereof or in the event of any proceedings being commenced affecting the same in a matter of material importance immediately give full particulars thereof to the Bank;
- (f) shall and will not create a second or subsequent mortgage, charge, security or security interest (whether legal or equitable) or any security arrangement of or affecting the Mortgaged Premises without the prior consent in writing of the Bank;
- (g) shall and will not assign or transfer or part with his nominal reversion in any lease or leases under which the Mortgaged Premises is held;
- (h) shall and will forthwith lodge the documents of title to the enlarged interest in the Mortgaged Premises with the Bank and agree that such enlarged interest shall be subject to this security: and
- (i) shall and will observe and perform any covenants affecting the Mortgaged Premises and the covenants and provisions binding upon the Mortgagor under the lease or leases under which the Mortgaged Premises are held and duly and punctually to pay all rates, taxes, rents, rent charges, outgoings and impositions payable in respect of the Mortgaged Premises and to keep the Bank indemnified against the same.

13. FURTHER ASSURANCE

The Mortgagor shall:

- (a) from time to time at the request of the Bank, do any act or execute such notices (and procure the delivery to the Bank of an acknowledgement of receipt of any such notice which may be specified by the Bank) and such legal or other assignments, transfers, mortgages, charges or securities or other documents or deeds as in each case the Bank shall reasonably stipulate, in such form as the Bank may reasonably require, for or in connection with the improvement, perfection, protection or maintenance of the security constituted by or pursuant to this Mortgage;
- (b) without prejudice to the generality of the foregoing provisions, if so requested by the Bank, do any act or execute any document which may be necessary or desirable under the laws of any jurisdiction in which any property or assets may be located in order to confer on the Bank security over such property or assets equivalent or similar to the security

constituted by or pursuant to this Mortgage or to facilitate the realisation thereof or the exercise of any or all of the powers, authorities and discretions conferred on the Bank or any Receiver by or pursuant to this Mortgage;

- (c) at any time at the request of the Bank but at the cost of the Mortgagor, deliver to the Bank all certificates and other documents constituting or evidencing title or ownership relating to any of the assets hereby charged and all such other documents as the Bank may specify in relation thereto with a view to perfecting or improving the Bank's security over such assets; and
- (d) take all such action as is available to it:
 - (i) to perfect, protect and maintain the security intended to be conferred on the Bank by or pursuant to this Mortgage; and
 - (ii) to make all such filings and registrations and to take all such other steps as may be necessary in connection with the creation, perfection, protection or maintenance of any security which it may, or may be required to, create in connection herewith.
- (e) Without prejudice to the generality of clause 13, 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 land which is, or is intended to be, charged by this Mortgage 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.

14. ASSIGNMENTS

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 Premises 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 Premises 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 Premises or any refusal, withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Mortgaged Premises 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;
- (d) all policies of insurance now or from time to time taken out by the Mortgagor in respect of the Mortgaged Premises and all monies payable to the Mortgagor thereunder from time to time; and
- (e) all present and future agreements and contracts entered into by the Mortgagor for the sale of all or any part of the Mortgaged Premises, the granting of a lease of all or any part of the Mortgaged Premises, the granting of any rights over or in respect of all or any part of the Mortgaged Premises and for the carrying out of any works on all or any part of the Mortgaged Premises.

15. LEASES

- 15.1 The power of leasing conferred upon a mortgagor in possession by Section 112 of the Act and the power of accepting the surrender of leases conferred upon a mortgagor in possession by Section 114 of the Act and any other powers of leasing, surrendering or accepting surrenders of leases vested in the Mortgagor shall not be exercisable without the prior consent in writing of the Bank nor shall the Mortgagor, without the prior consent in writing of the Bank, confer on any person any contractual licence to occupy or any other right or interest in any freehold or leasehold or other immovable property hereby charged or grant any licence or consent to assign, undertake or part with possession or occupation thereof.
- 15.2 In accordance with Section 112(3)(c) of the Act, the Mortgagor hereby consents to the Bank, while in possession, or any Receiver, leasing all or any part of the Mortgaged Premises, including any part of the Mortgaged Premises consisting of land.

16. BANKING FACILITIES

Unless otherwise agreed between the parties in writing the Bank shall not be required to make or continue advances or grant any other accommodation to the Mortgagor on the account or accounts or by way of general banking facilities otherwise than at the Bank's discretion. The Bank will always be at liberty to stop making any advances and granting any other accommodation at any time without previous notice and without assigning any reason.

17. APPLICATION OF MONIES RECEIVED ON ENFORCEMENT

17.1 All money arising from the exercise of the powers of enforcement of this Mortgage shall be applied, after the discharge of all sums, obligations and liabilities having priority thereto, in the following manner and order:-

- (a) in or towards payment of all costs, charges and expenses of and incidental to the appointment of any Receiver hereunder and his remuneration;
- (b) in payment and discharge of any liabilities incurred or payable by the Receiver whether on his own account or on behalf of the Mortgagor in the exercise of any of the powers of the Receiver including the costs of realisation of the Mortgaged Premises or any part thereof in respect of which he was appointed;
- (c) in payment and discharge of any liabilities incurred or payable by the Bank whether on its own account or on behalf of the Mortgagor in the exercise of any of the powers of the Bank including the costs of all applications to Court in relation to the Mortgaged Premises, appointing the Receiver, realisation of the Mortgaged Premises or any part thereof;
- (d) in or towards payment or discharge of all monies that the Mortgagor has covenanted to pay to the Bank in such order as the Bank in its absolute discretion may from time to time determine (save that the Bank may credit the same to a suspense account for so long and in such manner as the Bank may from time to time determine and the Receiver may retain the same for such period as he and the Bank consider expedient); and
- (e) in payment of any surplus to the Mortgagor or other persons entitled thereto.

17.2 All monies from time to time received by the Bank from the Mortgagor or any person or persons or company liable to pay the same or from any Receiver or otherwise on the realisation or enforcement of the security from time to time constituted by this Mortgage may be applied by the Bank either as a whole or in such proportions as the Bank shall think fit to any account or item of account or any transaction to which the same may be applicable.

17.3 The provisions of clause 17.1 shall take effect as and by way of variation to the provisions of Sections 107 and 109 of the Act which provisions as so varied and extended shall be deemed incorporated herein and as regards Section 109 of the Act as if they related to a receiver of the Mortgaged Premises and not merely a receiver of the income thereof.

18. POWER OF ATTORNEY

The Mortgagor hereby irrevocably appoints by way of security the secretary of the Bank (the "Secretary"), the manager of any branch of the Bank at which an account of the Mortgagor is kept (the "Manager") or any Receiver severally to be the Mortgagor's attorney with power in the Mortgagor's name and on the Mortgagor's behalf and at the Mortgagor's expense to do (but without being obliged to do so) all or any of the following acts and things that is to say:

- (a) to assign any further or other interests the Mortgagor has or may hereafter have during the continuance of this Mortgage in the Mortgaged Premises to the Bank or as the Bank shall direct;
- (b) to serve any prescribed notices, institute and prosecute legal proceedings or arbitrations and compromise or conclude such proceedings or arbitrations for the purpose of claiming and enforcing relief by way of new tenancy, reversionary lease compensation, acquisition of the fee simple or otherwise in or in relation to the Mortgaged Premises under the Landlord and Tenant Acts 1967 to 2005;
- (c) to claim, assess, agree, recover and receive any compensation payable in respect of the Mortgaged Premises pursuant to any statute or otherwise;
- (d) to claim, settle, adjust, agree and receive any monies payable on any insurance of the Mortgaged Premises whether effected by the Mortgagor or the Bank;
- (e) if the Mortgagor as incidental to the Mortgagor's tenure of the Mortgaged Premises is a member of a management company or other company to apply for membership of such company or in the case of a company limited by shares to transfer the Mortgagor's share in such company with the ownership of the Mortgaged Premises; and
- (f) to sign, seal, complete, execute, deliver and perfect all deeds, instruments and perform any acts which the Mortgagor may or ought to do under the covenants and provisions contained in this Mortgage or which may be required or which the Bank or any Receiver shall deem necessary for preserving, continuing or perfecting the Bank's or any Receiver's title to the Mortgaged Premises or for carrying any sale, lease, charge, mortgage or dealing by the Bank or by any Receiver into effect or for vesting any of the Mortgaged Premises in the Bank or Receiver or any purchaser or for giving to the Bank or any Receiver the full benefit of these presents and generally in the name of the Mortgagor and on its behalf to exercise all or any of the powers, authorities and discretions conferred by or pursuant to this Mortgage or by any statute or common law on the Bank or any Receiver.

The Secretary, relevant Manager or any Receiver shall have full power to delegate the power conferred by this clause 18 but such delegation shall not preclude the subsequent exercise of such power by the Secretary, relevant Manager or any

Receiver or preclude the Secretary, relevant Manager or any Receiver from making a subsequent delegation thereof to some other person or persons and any such delegation may be revoked by the Secretary, relevant Manager or any Receiver at any time.

The Mortgagor shall ratify and confirm all transactions entered into by the Secretary, relevant Manager or any Receiver or the delegates of any and the exercise or purported exercise of the Secretary's, relevant Manager's or any Receiver's respective powers and all transactions entered into, documents executed and things done by the Secretary, relevant Manager or any Receiver or the delegates of any by virtue of the power of attorney given by this clause 18. The power of attorney hereby granted under this clause 18 is as regards the Secretary, relevant Manager or any Receiver or the delegates of any granted irrevocably by way of security.

No purchaser or other person dealing with the Secretary, relevant Manager or any Receiver or the delegates of any shall be bound to see or enquire whether the right of the Secretary, relevant Manager or any Receiver or such delegates of any to exercise any of his powers has arisen or become exercisable or be concerned with notice to the contrary or be concerned to see whether any such delegation by the Secretary, relevant Manager or any Receiver shall have lapsed for any person or have been revoked.

The power of attorney given hereunder shall be given to the Bank and all persons deriving title to the interest of the Bank under this Mortgage and those persons shall be duly constituted donees of the power of attorney herein contained for all purposes of the power but without prejudice to any right to appoint substitutes given by the power contained hereunder.

19. WAIVER / SEVERANCE

- 19.1 The waiver by the Bank of any breach of any term of this Mortgage shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.
- 19.2 Each of the terms of this Mortgage is severable and distinct from the others and if at any time one or more of such terms is or becomes illegal, invalid or unenforceable the validity, legality and enforceability of the remaining terms hereof shall not in any way be affected or impaired thereby.

20. TITLE DOCUMENTS

- 20.1 The Bank hereby undertakes with the Mortgagor for the safe custody of such of the documents of title relating to the Mortgaged Premises of which it retains possession or control.

20.2 The Mortgagor agrees that in the event of the loss or destruction of, or injury to, the documents of title relating to the Mortgaged Premises, the Bank shall have no liability to the Mortgagor:-

- (a) if the loss, destruction or injury occurred:
 - (i) prior to actual receipt of the documents of title in question by the Bank from the Mortgagor or the Mortgagor's solicitor, or
 - (ii) after the documents of title in question have been given by the Bank to some other person at the written request of the Mortgagor and before the documents have been received back by the Bank,or;
- (b) for any damages suffered by the Mortgagor as a result of the loss or destruction of, or injury to, the documents of title in question where such damages:
 - (i) do not directly and naturally result from such loss, destruction or injury, or
 - (ii) relate to loss of profit or expected profit from the Mortgagor's business or from the development of the Mortgaged Premises.

20.3 This clause 20 shall be regarded as an undertaking for safe custody of documents of title given under Section 84 of the Act.

21. GOVERNING LAW AND JURISDICTION

21.1 This Mortgage shall be governed by and construed in accordance with the laws of Ireland applicable to contracts made and wholly to be performed in Ireland.

21.2 For the benefit of the Bank, the Mortgagor submits to the jurisdiction of the Courts of Ireland in relation to any claim or proceeding.

21.3 Nothing in this clause shall limit the right of the Bank to take any suit, action or proceeding (the "Proceedings") against the Mortgagor in any other court of competent jurisdiction and the Mortgagor irrevocably submits to any other jurisdiction in which it has assets and hereby waives any objection to any claim that any Proceedings have been brought in any inconvenient forum. The taking of any Proceedings in one or more jurisdictions shall not preclude the Bank taking Proceedings in any other jurisdiction, whether concurrently or not.

22. INTERPRETATION

In these presents where the context so admits, the expressions "**the Mortgagor**" and "**the Bank**" shall include the persons for the time being deriving title under them respectively; where the expression "the Mortgagor" refers to two or more persons, these presents shall be construed as if it were in the plural mutatis mutandis and the covenants and agreements on the part of the Mortgagor shall have effect as if they were joint and several covenants and agreements by such persons; "**Mortgaged Premises**" includes all or any portion of the Mortgaged Premises including any part thereof which is charged hereunder and also includes a reference to any present or future estate, right, title and interest of the Mortgagor in the lands described in the Schedule hereto and to any buildings now erected or in the course of erection or hereafter to be erected thereon and all alterations and/or additions thereto and every part thereof and (to the extent that same are not otherwise subject to a fixed charge hereunder) to all fixtures (including trade fixtures) from time to time on the Mortgaged Premises and all fixed plant and machinery of the Mortgagor both present and future therein or thereon and includes all easements, rights and privileges, rights to production of documents and liquor licences attaching thereto; The expression "**Planning Acts**" shall mean the Local Government (Planning and Development) Acts 1963 to 1998 and the Planning and Development Acts 2000 to 2010; Any reference in this Mortgage to any statute or statutory provision shall be deemed to include any statute or statutory provision which amends, extends, consolidates, re-enacts or replaces same, or which has been amended, extended, consolidated, re-enacted or replaced (whether before or after the date of this Mortgage) by same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute; the provisions of the Schedule to this Mortgage shall form an integral part of this Mortgage and shall have as full effect as if they were incorporated in the body of this Mortgage and the expressions "**this Deed**", "**the Deed**", "**this Mortgage**", "**the Mortgage**", "**this Charge**", "**the Charge**" and "**these presents**" shall mean this deed of mortgage and charge and be deemed to include the Schedule to this Mortgage and any such charge as aforesaid; any reference in this Mortgage to "**hereby charged**" and "**charged hereunder**" shall be deemed to mean charged by this Mortgage; Any expressions in the masculine, feminine or neuter shall be deemed to include a reference to all these genders; Any headings contained in this Mortgage are inserted for convenience of reference only and shall not in any way form part of nor affect nor be taken into account in the construction or interpretation of any provisions of this Mortgage.

23. CERTIFICATE

The Bank hereby certifies that it is a Bank named in the Third Schedule to the Central Bank Act, 1942.

IN WITNESS whereof the parties hereto have executed this Mortgage as a deed the day and year first herein written.

SCHEDULE

ALL THAT AND THOSE part of the lands situate at Delvin, in the Townlands of Ballynaskeagh and Mullaghcroy and Barony of Delvin being all of the property comprised in Folio WH11077.

SIGNED as a DEED and DELIVERED

by the said

KEVIN CARROLL

in the presence of:



Names of Witness:

Address of Witness:

Damian Hand, The Mall
House North, Dublin 2

Occupation of Witness:

Solicitor

Note: The witness to the Mortgagor's signature MUST sign in the space provided

The Seal of the **GOVERNOR AND
COMPANY OF THE BANK OF
IRELAND** was affixed hereto by
authority of the Directors:-

Secretary

Dated the 1st day of Sept . 20 14

BRANCH: PORTLAOISE

KEVIN CARROLL

- TO -

THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND

DEED OF MORTGAGE AND CHARGE

J.D. Scanlon & Co.,
Solicitor
The Bridge Centre
O'Connor Square
Tullamore
Co. Offaly