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## 1 Definitions and Interpretation

1.1 In these Conditions, unless the context requires otherwise:

**“Act”** means the Conveyancing Acts 1881 to 1911 and **“Act of 1881”** means the Conveyancing Act 1881;

**“Advance”** means each and every sum which we advance to you on the security of the Mortgage (including each and every further advance);

**“Agreement”** means the Offer of Advance and/or other documents issued by us to you setting out the terms on which we will make any advance to you including any subsequent amendments or variations thereto or substitutions or replacements thereof agreed and accepted in writing between the Borrower and the Society;

**“Borrower”** and **“you”** means the borrower named in the Mortgage and includes all persons deriving title under you;

**“CCA”** means the Consumer Credit Act 1995 (as amended) and all regulations for the time being in force under that Act;

**“Conditions”** means these mortgage conditions;

**“Costs”** means all reasonable costs and expenses which we or any receiver appointed by us may properly incur in establishing the Mortgage or in exercising our or his rights under the Mortgage including:

- (a) our own reasonable internal management and administrative costs reasonably incurred;
- (b) legal costs on a full indemnity basis (but subject to your right to ask for a detailed assessment); and
- (c) all reasonable charges according to the Society’s standard scale of charges for the time being in force;

**“Current Rate”** means the rate or rates of interest which apply for the time being to the Advance or any part of the Advance as set out in the Agreement and amended under Condition 7;

**“Deed of Confirmation”** means a deed of confirmation in the Society’s standard form to be executed in respect of any further advance;

**“Default Rate”** means the Current Rate or, where there is more than one, which ever Current Rate we select as the appropriate Default Rate in the circumstances;

**“Designated Officer”** means the Secretary or such other person as may from time to time be designated in writing by the Secretary of the Society to perform the functions of the Designated Officer for the purposes of the Mortgage;

**“Environment”** 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) any waters (including without limitation coastal and inland waters surface waters 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);

**“Environmental Laws”** means all laws (whether criminal civil or administrative) including common law statutes statutory instruments directives regulations by-laws orders codes judgments and other legal measures having the force of law concerning Environmental Matters and protection of the Environment including without limitation in Ireland the Public Health (Ireland) Act 1878 the Air Pollution Act 1987 the Local Government (Water Pollution) Acts 1977 and 1990 the Fisheries Acts 1959 to 2003 the Dangerous Substances Acts 1972 and 1979 the Litter Pollution Acts 1997 to 2003 the Safety Health and Welfare at Work Act 2005 the Safety in Industry Act 1980 the Factories Act 1955 the Planning Acts the Environmental Protection Agency Acts 1992 and 2003 the Waste Management Acts 1996 to 2005 the European Communities Acts 1972 to 2003 and all regulations by-laws orders decisions and codes made thereunder and the European Community legislation regulating the same and all regulations by-laws orders decisions and codes made thereunder;

**“Environmental Licences”** means any permit licence approval consent registration or other authorisation required by or pursuant to any applicable Environmental Laws;

**“Monthly Payments”** means the amounts (if any) calculated and notified to you in accordance with Condition 8;

**“Mortgage”** means the Mortgage Deed and any Deed of Confirmation which the Conditions are expressed to be incorporated and includes the Conditions;

**“Mortgage Deed”** means the Mortgage Deed between the Borrower, the Spouse (as therein defined) and the Society;

**“Offer of Advance”** means any offer to you in writing setting out the terms on which we will make an Advance to you;

**“Payment Date”** means the date each month you have selected as the date on which you will pay us the Monthly Payments. You can vary this date from time to time by giving us at least 30 days prior notice;

**“Planning Acts”** means all laws (whether criminal civil or administrative) including common law statute statutory instruments directives regulations by-laws orders codes judgments and other legal measures having the force of law concerning planning matters including without limitation in Ireland the Local Government (Planning and Development) Acts 1963 to 1999 the Planning and Development Acts 2000 to 2004 the Building Control Act 1990 and any regulations issued pursuant thereto (**Building Regulations**) and any extant order or regulation made or confirmed under any of them;

**“Property”** means the property described in the Mortgage and includes each and every part of such property with any buildings erected at the date of the Mortgage Deed or in the course of erection or after the date of the Mortgage Deed to be erected thereon and all alterations and or additions thereto and all fixtures and fittings and all easements;

**“Related Rights”** bears the meaning set out in Condition 17;

**“Repayment Period”** in relation to each Advance means the repayment period specified in the Agreement;

**“Rules”** means the Rules of the Society for the time being in force;

**“Secured Obligations”** means all moneys, obligations and liabilities covenanted to be paid or discharged by you in the Mortgage and Agreement including, but not limited to the Whole Debt;

**“Security Interest”** includes, without limitation, any mortgage, debenture, trust, pledge, charge, lien, hypothecation, encumbrance or other security interest;

**“Society”, “we”, “our” and “us”** means Leeds Building Society and includes our successors and assigns whether legal or equitable and whether in relation to all or part of the Whole Debt, and may at any time mean more than one of them;

**“Whole Debt”** means all monies (including compounded interest) which you owe us at any time on the security of the Mortgage; and

**“Year”** means each period of 12 months ending on 31<sup>st</sup> December or on such other date as we may notify to you from time to time.

- 1.2 References to “person” include a body corporate.
- 1.3 References to “month” and “monthly” mean a calendar month.
- 1.4 References to “you” include your legal representatives should you die, become insolvent or become unable to manage your affairs.
- 1.5 References to “us” or “we” includes our transferees, successors and assigns.
- 1.6 Where there is more than one Borrower;
  - (a) “you” and “your” refer to both of you together and each of you separately; and
  - (b) if any of you dies, becomes insolvent or becomes unable to manage his affairs this will not affect the liability of the remainder of you; and
  - (c) your liability to us is both joint and several which means that we can enforce the Mortgage against any or all of you for the Whole Debt.

- 1.7 References to the masculine include the feminine and references to the singular include the plural, and the other way round in each case.
- 1.8 References to any provision of any Act of the Oireachtas include that provision as updated or altered at any time whether before or after the date of the Mortgage.
- 1.9 Headings to Conditions are inserted for convenience only and have no legal effect.

## 2 Membership of Society and Rules

- 2.1 If not already a member, and if you are an Individual as defined by the Rules, you are admitted to membership of the Society.
- 2.2 Members of the Society are bound by the Rules. You agree to observe and perform the Rules while a member of the Society. In the event of any conflict between the Rules, any Agreement, the Mortgage and the Conditions, the following order of priority will prevail:
  - (a) the Agreement;
  - (b) the Mortgage;
  - (c) the Conditions; and
  - (d) the Rules.
- 2.3 If your membership of the Society arises solely out of the Mortgage, a transfer of the Mortgage by the Society may, if we so decide, result in your ceasing to be a member of the Society.

## 3. Your obligation to pay

- 3.1 For good and valuable consideration you unconditionally and irrevocably agree that you will punctually pay or discharge to us:
  - (a) On the Payment Date, Monthly Payments comprising interest on the Advance at the Current Rate and (where appropriate) instalments of the Advance and so that by the end of the Repayment Period you will have paid the Whole Debt to us, subject however to the provision of Condition 14.4; and
  - (b) On the occurrence of the events noted at Condition 3.2(a), (b) or (c) or in the event of a breach by you of any Condition contained herein or by reference, the Whole Debt and any other costs, liabilities or obligations owing to us at that time; and
  - (c) All Costs, immediately we require you to do so; and

(d) Interest on Costs at the Default Rate from the date we require payment of the Costs until they are paid, such interest to be paid on demand by us.

3.2 We may at any time require you on the expiry of 2 months' written notice (or without notice if the Property is compulsorily acquired) to repay the Whole Debt. Except in the case of compulsory acquisition we will only exercise this power:

- (a) If we reasonably believe that you have been involved in fraudulent or serious criminal behaviour; or
- (b) If we reasonably believe that the relationship between you and us has irretrievably broken down; or
- (c) If we need to give the notice to preserve our liquidity or solvency or for legal regulatory or taxation reasons.

3.3 All payments shall be made to us at our head office which is currently at 105 Albion Street, Leeds LS1 5AS, or at such other address as we may notify to you. Payments will be made by direct debit or by such other method as we may reasonably specify. Payments are sent or transmitted at your risk. The time of payment is an important term of the Mortgage and you must comply with this exactly.

3.4 If we realise the Mortgage and the net proceeds are insufficient to pay off the Whole Debt you will immediately pay us the deficiency with interest at the Current Rate until Payment.

3.5 A certificate in writing of our Designated Officer shall be conclusive evidence (save for manifest error) of the following matters of fact and binding on you:

- (a) The date of draw down of any Advance made by us to you on the security of the Mortgage and the length of the Repayment Period thereof;
- (b) The due date for payment of any of the Whole Debt owing to us;
- (c) The Current Rate;
- (d) The amount of the monthly or other periodic payments payable by the Borrower to us under the provisions of any Agreement;
- (e) The amount of the Whole Debt owing to us or any part of the whole Debt owing to us at any time; and
- (f) Any determination made by us or any other person entitled under the provisions of the Mortgage or of any Agreement to make such determination in relation to any matter which by virtue of any provision of the Mortgage is at our the absolute discretion.

3.6 If you pay to us the Whole Debt owing to us pursuant to the covenants in that behalf contained in the Mortgage and herein then on request by the Borrower the Property shall be released and discharged from the security constituted by the Mortgage in respect of the Whole Debt owing to us.

4. **Interest – Where the Agreement provides for yearly Interest**

4.1 Where the Agreement provides for interest to be calculated by the yearly interest method the provisions of this Condition 4 will apply.

4.2 We will charge, and you will pay, interest in each Year:

(a) On the amount of the Whole Debt outstanding on the last day of the preceding Year; and

(b) On any sum which is advanced to or becomes owing from you during the Year as from the date on which it is advanced or becomes owing.

4.3 We will enter this interest in your account provisionally on the first day of each Year and on any other day on which any sum is advanced or becomes owing.

4.4 We may at any time by not less than 3 months' notice to you vary the period for the charging of interest but so that it is not more than 1 Year or less than 1 day and following any such change we may make such reasonable transitional or permanent changes to this Condition 4 as we think appropriate.

5. **Interest – Where the Agreement provides for daily Interest**

5.1 Where the Agreement provides for interest to be calculated by the daily interest method the provisions of this Condition 5 will apply.


5.2 We will calculate interest in respect of each day on the debit balance shown on your Mortgage account at end of that day and we will enter this interest on your account monthly on the last day of each month.

5.3 Payments which are credited to your Mortgage account will, once they are cleared funds, immediately reduce the balance on which interest is charged.

5.4 We may at any time by not less than 3 months' notice to you without altering the principle that interest is charged on a daily basis alter our procedures for charging interest and following such notice we may make such reasonable transitional or permanent changes to Conditions 5.2 and 5.3 as we think appropriate.

6. **Interest – General Provisions**

6.1 You will pay interest in the sums mentioned in Conditions 4.2 and 5.2 at the Current Rate both before and, so far as allowed by law, after any judgment we obtain.

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- 6.2 Interest will accrue from day to day and will be payable monthly by the Monthly Payments partly in advance and partly in arrears (depending on the Payment Date). Each month will be treated for this purpose as 1/12<sup>th</sup> of a year.
- 6.3 For the purpose of calculating interest each day shall be treated as 1/365<sup>th</sup> of a Year (including in any leap year).
- 6.4 We may apportion any payment received between capital and interest as we think fit.
- 6.5 Where interest is payable on unpaid interest it shall be paid at the Current Rate for the money on which the unpaid interest arose.

7. **Power to vary rate of interest**

- 7.1 Subject to any provisions to the contrary in any Agreement we may at any time vary the rate of interest applicable to the Whole Debt, or any part of it, and specify the day from which the new rate is to take effect, for the reasons mentioned in this Condition 7.
- 7.2 We may make any such variation:
- (a) if it is reasonable to vary the rate to reflect changes which have occurred, or which we reasonably expect to occur, in interest rates or generally or in the residential mortgage market;
  - (b) to enable us to maintain the competitiveness of interest rates paid to our investors or the providers of funds to us;
  - (c) to manage the margins between interest rates paid to our investors or the providers of funds to us, and interest rates charged to borrowers from us, in the interests of our business as a whole;
  - (d) to reflect changes in costs incurred by the Society or in the financial strength of the Society;
  - (e) to reflect any increased or reduced risk to the Society following a change in the way the Property is used or occupied;
  - (f) to enable us to harmonise, in a reasonable manner, the interest rates being paid by borrowers following any acquisition or transfer of mortgages or any takeover of, or merger with, another mortgage provider;
  - (g) if it is permitted following any breach by you of any of the terms of the Agreement, the Mortgage or the Rules; or
  - (h) if it is reasonable to make the change following a decision or recommendation made by a court, regulatory body, Ombudsman or other official body, or as a result of a change (or anticipated change) in the law or the interpretation of the law.

7.3 We will notify you of any such variation under Condition 7.2 either before or as soon as reasonably practicable after such variation is to take effect in the following manner:

- (a) Notice will be given in accordance with Condition 23 or by advertisement in two National Irish daily newspapers selected by us. You may obtain from us at any time a list of the newspapers currently selected by us for this purpose.
- (b) In addition, so long as the Advance is vested in Leeds Building Society notice of any such variation will be displayed at its head office and each of its branch offices. If by mistake we fail to display the notice at any offices this will not invalidate the notice.
- (c) In the case of an Agreement any notice will also comply with the provisions of the CCA.
- (d) At least once a year we will notify you of the Current Rate in accordance with Condition 23.

7.4 We may also make such variation for any valid reason (not being a reason mentioned in Condition 7.2). If we do so:

- (a) We will give you personal notice in accordance with Condition 23;
- (b) We will tell you the reason we are making the variation in the notice we send you; and
- (c) You may redeem the Mortgage within 3 months of receiving the notice without having to pay any early repayment charge which would otherwise apply.

7.5 Notwithstanding anything contained in this Condition 7 if the interest applicable to any Whole Debt or any part of parts thereof is a fixed rate the Current Rate shall not be varied under this Condition 7 during any fixed rate term of the Repayment Period or during any fixed rate extension or extensions thereof.

## 8. Monthly Payments

8.1 We will calculate and notify to you in the Agreement the Monthly Payments which we require you to make.

8.2 We will calculate Monthly Payments with a view to ensuring that:

- (a) in a repayment mortgage the sum of the Monthly Payments will repay the Whole Debt by the end of the Repayment Period;
- (b) for a non-repayment mortgage the sum of the Monthly Payments will pay all interest, insurance and other costs during the Repayment Period with the Advance being repaid to us by you at the end of the Repayment Period from some other source.

8.3 We may from time to time by written notice to you (and subject in the case of an Agreement to our complying with the provisions of the CCA) vary the Monthly Payments so as:

- (a) to take account of any increase or reduction in the Current Rate; or
- (b) to take account of any partial repayment of an Advance; or
- (c) to include any additional amount which we may require to be paid in respect of a further Advance, Costs, interest, arrears or any other sum owed to us; or
- (d) otherwise to ensure that the Whole Debt is repaid on or immediately before the expiry of the Repayment Period.


8.4 If you are in breach of any of the provisions of the Mortgage or the Agreement, and you fail to remedy the breach (if capable of remedy) within 21 days of our giving you notice requiring you to do so, then where the Mortgage is not a repayment mortgage we may, in addition to any other remedies, (and subject in the case of an Agreement to our complying with CCA) convert the Mortgage to a repayment mortgage and vary the Monthly Payments accordingly.

## 9. Insurance against fire etc.

9.1 Subject to the provisions of this Condition 9, you must insure the Property in the joint names of the Society and you against fire and such other risks usually insured against under a comprehensive policy of insurance of property of the same nature character and location as the Property and such other risks and contingencies as we in our absolute discretion may from time to time direct to the full replacement cost thereof from time to time including architect's surveyors' and other professional fees and the cost of debris removal demolition site clearance and any works as may be required by statute and incidental expenses with full provision for estimated inflation and loss of rent if relevant (such replacement cost in default of agreement between the Borrower and us to be determined by us in our absolute discretion) in an insurance office of repute acceptable to us and to punctually pay all premiums and other moneys necessary for effecting and keeping up such insurance when the same shall become due.

9.2 It is your responsibility (not ours) to ensure that the amount of insurance and risk covered are adequate at all times.

9.3 If you hold the Property under a lease which requires the Property to be insured with insurers nominated in the lease or by the landlord then we may accept such insurance as meeting your obligations in this Condition 9.


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- 9.4 You will pay, or reimburse to us, all insurance premiums and other monies necessary for maintaining such insurance, referred to in this Condition 9, in force and, on demand, lodge true copies of originals of the policies and receipts for such payments with us. We may debit any such amounts paid by us to the mortgage account and charge interest at the Default Rate until payment.
- 9.5 You will not permit or do anything which may make the insurance of the Property invalid or more expensive.
- 9.6 We may retain, and are not required to account to you for, any commission on insurances arranged through any agency we hold.
- 9.7 We shall have full power on your behalf to deal with the insurers on all matters arising under the policy including power to settle any claim and receive any insurance monies.
- 9.8 Instead of requiring any insurance monies to be applied in making good the insured loss or damage we may require any insurance monies to be applied in or towards repaying your indebtedness to us. We will not exercise this power in an unreasonable manner or without first seeking to consult with you. If you receive any insurance monies you will hold them separate from your own monies upon trust for us to be applied as mentioned above, any surplus being paid to you or any other person entitled to receive it. You will make good any shortfall in such monies from your own resources.

## 10. Life Assurance

- 10.1 Prior to the first Advance under the Agreement being made you are required to arrange a life assurance policy for, in the event of your death, a sum equal to the loan amount outstanding to be paid to us in the year in which your death occurs.
- 10.2 You will pay, or reimburse to us, all insurance premiums and other monies necessary for maintaining such insurance, referred to in this Condition 10, in force and, on demand, lodge true copies of originals of the policies and receipts for such payments with us. We may debit any such amounts paid by us to the mortgage account and charge interest at the Default Rate until payment.
- 10.3 We shall have full power on your behalf to deal with the insurers on all matters arising under the policy including power to settle any claim and receive any insurance monies.

## 11. Representations and Warranties

- 11.1 You represent and warrant to us that:-
- (a) The execution and delivery of the Mortgage and the Agreement and compliance by you with the covenants and other obligations contained in the Mortgage and the Agreement does not, and will not, violate in any respect any applicable provision of any law or regulation to which you are subject or of any mortgage, charge,



agreement or other instrument to which you are a party or which may be binding on you or any of your assets and will not result in the creation or imposition of, or any obligation to create or impose, any mortgage, charge or other form of security on any of his assets or revenues;

- (b) All consents, approvals, authorisations, exemptions or licences, of any legislative body, governmental or other regulatory authority bureau or agency required by the laws of Ireland for or in connection with the execution, delivery, performance and enforceability of the Mortgage and the Agreement have been duly obtained and are in full force and effect and any condition contained therein or otherwise applicable thereto has been complied with or fulfilled;
- (c) No action, suit, proceeding, litigation or dispute against you is currently taking place, pending or, to your knowledge threatened, nor is there subsisting any judgement or award given against you before any court, board or arbitration or other body which, in any case, could or might adversely affect your ability to perform your obligations under the Mortgage and the Agreement and acts and things thereby contemplated;
- (d) Your obligations under the Mortgage are valid, binding and enforceable under the laws of Ireland;
- (e) You are the sole legal and beneficial owner of the Property free from any Security Interest other than those in favour of us;
- (f) You have not taken any action nor have any other steps been taken or legal proceedings been served or threatened against you for your bankruptcy or the appointment of a trustee in bankruptcy or a Receiver or similar officer of any or all of your assets or revenues and you are of sound mind;
- (g) You are not in default under any agreement by which you are bound and no event of default (or event which with the giving of notice and/or lapse of time or fulfilment of other conditions might constitute an event of default) has occurred and is continuing under any agreement by which you are bound nor will such default or event of default result from entry by you into or the exercise by you of your rights, or the performance by you of any of your obligations, under any the Mortgage or the Agreement;
- (h) All Environmental Licences required by you in connection with the Mortgaged Property have been obtained and they are in full force and effect and you have taken all appropriate measures for issuance or renewal of such Environmental Licences, you are not in breach of any Environmental Licences or any conditions of same and no works or other investment are or will be necessary to secure compliance with, or maintain or obtain, any Environmental Licences and there are no facts or circumstances indicating that any Environmental Licences would or might lapse or be revoked, suspended, cancelled, varied







or not renewed and no action, claim or proceeding is pending or threatened in relation to any Environmental Licences or Environmental Laws;

- (i) You have no knowledge of any present or possible future liability to any action, claim, or proceeding under Environmental Law or any breach of Environmental Law or the Planning Acts or any Environmental Licence held by you;
- (j) You have not been in default under any statutory obligation relating to the payment of due taxes;
- (k) You have complied with all directives, laws, orders, regulations, statutes, statutory instruments, or other requirements howsoever arising that are applicable to you;
- (l) You have made full disclosure to us of all facts in relation to you or your business, undertakings, assets and affairs that should properly be made known to any person or persons proposing to advance or make money available to you and to enable us to obtain a true and correct view of your financial position and your business, undertaking, assets and affairs;
- (m) All information that you have provided to us in connection with you or your business (as applicable), earnings and the Property are true, complete and accurate in all respects and you are not aware of any facts or circumstances that are not being disclosed to us and which might, if disclosed, adversely affect our decision to provide finance to you;
- (n) All planning permissions required for current use and developments on the Property have been obtained and are not subject to appeal or judicial review and all conditions contained in any such permissions which have fallen due for performance have been complied with.

## 12. Covenants by you

### 12.1 You covenant and agree with us as follows:

- (a) to complete to our reasonable satisfaction any building which is at any time in course of erection on the Property;
- (b) to put and keep the Property in good and substantial repair and condition to our reasonable satisfaction;
- (c) to observe and perform all restrictive and other covenants and stipulations (if any) affecting the Property or its use and enjoyment and the tenant's covenants and obligations in the lease (if any) under which it is held;
- (d) punctually to pay all rates, taxes, rents, outgoing, charges and impositions payable in respect of the Property and keep us indemnified against the same and produce receipts for every such payment if required;

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- (e) not without our prior written consent (which will not be unreasonably withheld) to make or allow to be made any structural or material alteration or addition to the Property or make or allow any change in the use of the Property which would require planning permission or approval under any building regulations;
  - (f) to comply in all respects with all statutes and subordinate legislation (including those relating to planning and environmental matters) which apply to the Property and fully indemnify us against all breaches of the same;
  - (g) to observe and perform all the requirements and regulations of the local and other authorities in respect of the Property;
  - (h) to give us any information about the Property which we may reasonably ask for;
  - (i) within seven days of your receiving any notice, order or proposal given made or issued by any competent authority concerning the Property to produce the same to us, to make any reasonable representations about it which we ask you to make, and, unless we instruct you to the contrary, without delay to take all reasonable and necessary steps to comply with the same;
  - (j) not without our prior written consent (which shall not be unreasonably withheld) to apply for any improvement or similar grant in respect of the Property;
  - (k) where the Property is leasehold to inform us of any notice served in relation to the Property and the lease and execute in our favour in such form as we may require a legal mortgage of the freehold, or any superior lease or any new lease which you obtain;
  - (l) you will notify us if a petition is presented before any competent court, or an order made, or a notice published or issued by any competent court, or any analogous proceeding, or any action whatsoever is taken for the appointment of a trustee in bankruptcy to you or a receiver of any your assets;
  - (m) you will promptly notify us of any claim, notice, or other communication served on you in connection with the Property, or any requirement to be fulfilled by you in connection with the Property and the cost of compliance with such requirement, or any alleged breach of the Planning Acts, any Environmental Law or any other law or regulation applicable to the Property which might, if substantiated, have an adverse effect on the value of the Property.

12.2 Notwithstanding any other provision in the Mortgage:


- (a) you will ensure that all works carried out in connection with the Property and any other property provided as security for the Whole Debt from time to time are carried out in accordance with the Planning Acts and comply with all conditions contained in any planning permission granted in connection with those works and all applicable laws and regulations;
- (b) you will, in relation to the use and/or enjoyment of Property, obtain all Environmental Licences and shall comply with all Environmental Licences and planning permissions and shall produce to us, immediately upon receipt, every notice, order or proposal given or made by any competent authority and either comply with the same or make such objections and representations against the same as we may require or approve;
- (c) you shall ensure that you comply with all Environmental Laws and with the terms of any Environmental Licence and planning permissions required by you in relation to the Property, you take promptly, and in any event within any period specified in the environment assessment report on the Property provided to us any rectification measures recommended in that environment assessment report, and you will be at all times in compliance with all Environmental Laws and the terms of all Environmental Licences (if any) from time to time required in connection with the development of the Property;
- (d) you will indemnify us against any and all costs, losses, liabilities or expenses together with any associated value added tax incurred by us arising (directly or indirectly) out of or in connection with any breach by you of any Environmental Law or the Planning Acts or liability (whether civil and/or criminal) arising from such breach or any responsibility on the part of us in respect of any clean up, repair or other corrective action arising from such breach;
- (e) You will permit us to inspect the Property at any reasonable time (and, where practicable, upon reasonable prior notice) including the taking of samples or the making of trial pits or boreholes and you will permit our servants and agents with or without workmen and others after reasonable notice to enter upon and view the Property and to forthwith remedy and make good all defects and want of repair of which notice in writing shall be given to you by us **AND** in case of default to permit (but without implying any obligation on our part to do so) our servants and agents with or without workmen and others as aforesaid to enter the Property and at your cost to remedy and make good such defects and effect such repairs as we in our absolute discretion consider reasonably necessary or essential.

13. **Restriction on letting etc.**

- 13.1 The statutory power of a mortgagor to lease, agree to lease and accept surrender of leases will not apply to the Mortgage.
- 13.2 You will not without our prior written consent (which will not be unreasonably withheld) grant or agree to grant or renew or accept or agree to accept the surrender of any lease or tenancy of the Property or licence to occupy the Property, or part with or share possession of the Property. As a condition of giving our consent we may impose reasonable conditions including an increase in the Current Rate of up to 1% while such letting or occupation continues.

14. **The Society's Powers**

- 14.1 At any time after the Whole Debt or any part thereof becomes due and payable we may forthwith without any further demand on or notice to you exercise the statutory power of sale conferred on mortgagees by the Act free from the restrictions imposed by Section 20 of the Act of 1881 thereof and Section 17 of the Act of 1881 shall not apply to the mortgages and charges created pursuant to the Mortgage.
- 14.2 Immediately upon making demand upon you for payment and discharge of the Whole Debt or any part thereof or immediately upon the Whole Debt becoming otherwise due and payable in accordance with the provisions hereof, the Whole Debt shall be deemed to have become due within the meaning of Section 19 of the Act and this security shall immediately become enforceable and the power of sale and other powers conferred by the Act as varied or extended by the Mortgage and the Agreement and all other powers conferred upon us by the Mortgage and the Agreement shall be immediately exercisable.
- 14.3 The security created by the Mortgage shall be a continuing security to us notwithstanding the death, bankruptcy, incapacity, liquidation, administration, examinership or court protection of the Borrower or any settlement of account or other matter or thing whatsoever.
- 14.4 If any of the following events occurs then notwithstanding any other provisions of these Conditions the Whole Debt shall immediately become due and payable:
- (a) if you are in default in paying 2 or more Monthly Payments;
  - (b) if you fail to observe and perform any of your covenants or agreements (other than for payment of the Monthly Payments) contained in the Agreement or the Mortgage;
  - (c) on the event of your death;
  - (d) if (being an individual) you apply for an interim order or enter into any composition or arrangement with or for the benefit of your creditors generally or are adjudicated bankrupt or (being a body corporate) you have a petition or winding up presented against you or pass a resolution for winding up or have an administrator, examiner or receiver appointed over all or any part of your assets;

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- (e) if the Property is compulsorily purchased or requisitioned;
  - (f) if you surrender possession of the Property to us;
  - (g) if the Property is abandoned to such an extent that you are in breach of Condition 14.4(a) and it is also no longer occupied by yourself and / or we are notified of its non occupation by either yourself or a third party;
  - (h) if the Mortgage becomes void, voidable or unenforceable.

14.5 At any time after the Whole Debt has become due and payable we may without previous notice to or agreement from you:

- (a) take possession of the Property;
- (b) appoint a receiver of the Property;
- (c) sell the Property (whether or not we have taken possession); and
- (d) exercise all the other powers given to the mortgagees by the Act.

14.6 At any time after the Whole Debt has become due and payable, we or any receiver appointed by us may if we or he consider it necessary or desirable for the protection of our security or the better realisation of our security, and without being treated as a mortgagee in possession or becoming liable to account as such:

- (a) Carry out repairs, renewals or improvements to the Property;
- (b) Effect insurances;
- (c) Carry out any building or development works on the Property and apply for and obtain any appropriate planning or other consents and approvals; and
- (d) Exercise the statutory powers of leasing or accepting surrenders of leases without the restrictions contained in section 18 of the Act of 1881;

All as we or he may in our/his discretion think fit.

14.7 After taking possession of the Property we or any receiver appointed by us may, as your agent and at your expense remove, store, sell or otherwise deal with any goods or animals which you have not removed from the Property. We will not be responsible for any loss caused by our so doing. We will account to you for all proceeds received less all expenses of dealing with the same **PROVIDED HOWEVER** that nothing herein contained shall be construed as conferring or operate to confer on us any right in equity to any furniture chattels or livestock of the Borrower or any charge or security thereon or otherwise so as to constitute these presents a Bill of Sale or a Chattel Mortgage.

14.8 We and any receiver appointed by us may in the exercise of our/his powers under this Mortgage employ and pay agents who shall be your agents and you will be responsible for their remuneration at such rates as we or any receiver may agree.

14.9 Where the Property has been let furnished, we or any receiver may apply all the rent as if it were rent of the Property and need not make any apportionment of such rent in respect of any furniture or goods.

## 15. Further Provisions relating to a receiver appointed by us

15.1 Any receiver appointed by us (the “Receiver”) may or may not be one of our employees and will be deemed to be your agent and you shall be solely responsible for the acts and defaults of such Receiver and for their remuneration and we shall not incur any liability in respect of any contracts, engagements, acts, omissions, defaults or losses of any Receiver appointed by us or for liabilities incurred by him or for any misconduct by him or for his remuneration (either to you or to any other person whatsoever) by reason of our making his appointment as such Receiver or of our having made or given any regulation or direction to such Receiver or for any other reason whatsoever.

15.2 In addition to the powers of a receiver aforementioned any receiver appointed by us shall have the power to exercise the rights referred to at Condition 14.5.

15.3 A receiver may charge such amount for his remuneration as we reasonably agree with him and the restrictions in Section 24(6) of the Act shall not apply.

15.4 All monies received by us in the exercise of our powers under the Mortgage and Agreement or by any Receiver shall be applied in the following order:-

- (a) in payment of all Costs;
- (b) in or towards payment to us of any interest due to us on the Whole Debt;
- (c) in or towards payment to us of the principal amount of the Whole Debt payable to us;
- (d) the surplus (if any) shall be paid to you or such other person or entity as may be entitled thereto.

## 16. Our power to enter and repair etc.

16.1 While the Mortgage continues you will permit us and our agents, after reasonable notice, to enter and view the Property.

16.2 You will remedy any defect in the repair or condition of the Property within such reasonable time as we may require.

16.3 If you fail to remedy any such defect within the required time, or if you are in breach of any other obligation in these Conditions as to the carrying out of any works on the property or the doing of any other act or thing, then we or any receiver appointed by us may enter upon the Property with workmen and others and may remedy such defect or breach and recover the cost of doing so from you on demand.

16.4 No exercise of any power contained in this Condition 16 shall make us liable as mortgagee in possession.

## 17. Related Rights

17.1 In this Condition 17 “**Related Rights**” means:

- (a) Any option to purchase the freehold or superior leasehold or a new lease of the Property;
- (b) Any right to acquire further or additional shares or interest in the Property which are included in, or otherwise granted to you in, a shared ownership lease (or any documentation supplemental to or associated with such lease);
- (c) Any right to receive money which becomes payable in respect of the Property or following any damage to or depreciation of the Property including money payable for mining subsidence or compulsory purchase;
- (d) Any share or membership rights in a residents’ association or management company relating to the Property;
- (e) Any guarantees or insurances relating to the Property including guarantees for work done to the Property;
- (f) Any other benefit or right of any kind relating to the Property or its construction or title;
- (g) Any covenant, agreement or undertaking in relation to the construction of roads, footpaths utilities and services abutting or serving the Property or charges, levies or such like in respect of the same or the taking in charge thereof by the local authority and any indemnity in respect of the matters aforesaid;
- (h) Any covenant, agreement, guarantee, bond or indemnity in respect of the construction or maintenance or structural repair of buildings now erected or in the course of erection or after the date of the Mortgage to be erected on the Property the benefit of which is enjoyed by the Borrower;
- (i) Any other covenant, agreement, undertaking, charge, right, remedy or indemnity in relation to the Property and/or securing the payment of any rent or apportioned rent payable thereout or charged thereon;

- (j) All rights enjoyed or available to the Borrower or any farming, industrial or other activity carried on or desisted from being carried on in or under the Property; and
- (k) Any mortgage protection insurance or policy of life assurance which the Mortgagor is obliged to effect in accordance with any Agreement to cover the secured monies including any additional or substituted policy.

17.2 If you receive any money in respect of any Related Rights you will hold this on trust for us.

17.3 Any proceeds of the Related Rights, after deducting all costs incurred by us, will be applied in reducing the Whole Debt, and any surplus will be paid to you or any other person then entitled to the same.

## 18. Set-Off

18.1 We shall have, in addition to any general lien or similar right (if any) to which we may be entitled by law, the right at any time or times and without notice to you to combine or consolidate all or any of your then existing accounts (including accounts in our name) with us and/or set-off or transfer any sum or sums standing to the credit of any one or more of such accounts (whether subject to notice or restriction on availability or not and whether denominated in euro or in a foreign currency) in or towards satisfaction of any of your liabilities to us on any other account or in any other respect whether such liabilities be actual, contingent, primary, collateral, several or joint. In the case of all accounts (whether denominated in euro or in a foreign currency) we may elect to convert all or any of such accounts (in whole or in part) into the currency or currencies of the whole or any part of your liability and the rate of exchange shall be our spot rate for the currency in question prevailing at or about 11.00 am on the date we exercise our rights hereunder.

## 19. Consolidation and Redemption

19.1 You may not redeem the Mortgage without at the same time redeeming every other mortgage or charge which we then hold from you. This Condition 19.1 does not, however, affect your right to repay any Agreement at any time independently of any other monies you owe us.

19.2 Subject to Condition 19.1 and to the provisions of any Agreement:

- (a) You may at any time on giving one month's notice redeem the Mortgage by paying all monies secured by the Mortgage, whereupon we will discharge the Mortgage; and
- (b) You may make payments in advance.

## 20. Power of Attorney

20.1 As security for your obligations under the Mortgage you irrevocably appoint us, and any receiver appointed by us, together and individually to be your attorney in your name and on your behalf to execute and deliver any deed or document, exercise any rights or powers which you have in respect of the Property or the Related Rights and do anything else which we/he think necessary or desirable to protect our security under this Mortgage, or to exercise any powers contained in the Mortgage or the Act or to preserve the Property or the Related Rights or the value of the same.

20.2 Where there is more than one of you our power under this Condition 20 will not arise until:

- (a) one of the events specified in Condition 14.4 has occurred; and
- (b) we have given you notice that our powers have arisen

and our powers will then continue for a period of twelve months from the date of that notice.

## 21. Our power to transfer and assign the Whole Debt, the Mortgage and other Security

21.1 We may at any time in our discretion and without obtaining your consent or the consent of any else transfer or assign to any other person the benefit of all or any part of the Whole Debt, the Mortgage, any related security and all or any legal or equitable rights under any of the same. Any such transfer or assignment will not reduce any of your guarantees under the Mortgage.

21.2 Such a transferee or assignee may or may not be a building society or a company associated with a building society.

21.3 You acknowledge that you will be bound to any such transferee or assignee in respect of the transferred obligations to the same extent as you were originally bound to us and we may release to any such transferee any information we hold about you, the conduct of your account and any related securities **AND** so far as such information constitutes personal data within the meaning of the Data Protection Acts 1988 and 2003, this authority shall be a consent for the purposes of Section 8(g) of the Data Protection Act 1988.

## 22. Miscellaneous

22.1 The Mortgage and Agreement shall bind your successors but shall not be assigned by you.

22.2 No forbearance or delay by us in enforcing the Mortgage or these Conditions will prejudice or restrict our rights under the Mortgage and no waiver by us of any breach of these Conditions will operate as a waiver of any subsequent or continuing breach.

22.3 Each of the provisions of the Mortgage is severable and distinct from the others and if at any time any one or more of such provisions becomes illegal, invalid or unenforceable, this will not impair or affect the legality, validity or enforceability of the remaining provisions.

22.4 Where the Property is the Borrower's Family Home within the meaning of the Family Home Protection Act, 1976 as amended and the Borrower's spouse intends to execute the Deed of Confirmation (or equivalent) endorsed hereon subsequent to the execution of the Mortgage by the Borrower, the Borrower hereby gives a prior consent thereto for the purposes of Section 3 of the said Act.

## 23. Notices

23.1 Subject to the requirements of the CCA any demand or notice by us shall be sufficiently served on you if in writing, addressed to you and left at or sent by prepaid post to your address last known to us or, if we have reason to believe it will not reach you at that address, the Property.

23.2 Where we send any demand or notice by post it will be deemed served on you 48 hours after posting.

23.3 Subject to the requirements of the CCA where there are joint Borrowers notice given to one of you will be deemed given to all of you.

## 24. Law and Jurisdiction

24.1 The Mortgage will be governed by Irish law.

24.2 You agree for our exclusive benefit that any legal action or proceedings ("Proceedings") brought against us with respect to the Mortgage may be brought in the High Court in Ireland or such other competent Court of Ireland as we may elect and you waive any objection to Proceedings in such courts whether on the grounds of venue or on the ground that proceedings have been brought in any inconvenient form. You undertake to enter an unconditional appearance within 14 days after the completion of any service of process in any Proceedings. Nothing herein shall affect the right to serve process in any other manner permitted by law.

24.3 Nothing in this Condition 24 shall limit our right to take Proceedings to any one other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).

**WARNING YOUR HOME IS AT RISK IF YOU DO NOT KEEP UP PAYMENTS ON A MORTGAGE OR ANY OTHER LOAN SECURED ON IT.**

**THE PAYMENT RATES ON THIS HOUSING LOAN MAY BE ADJUSTED BY THE LENDER FROM TIME TO TIME.**

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