In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please **see 'How to pay' on the last page.**

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may **not use this form to** register **a charge where there is no** instrument. Use form MR09

For further information, please refer to our guidance at: www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registratio 21 days** beginning with the day after the date of creation of the delivered outside of the 21 days it will be rejected unless it is ac court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this fo scanned and placed on the public record. **Do not send the orig**

TUESDAY

J8CRC4DF
JNI 27/08/2019 #85
COMPANIES HOUSE

1 Company details

For official use: 0 0 0 3

Company number	N I 0 2 4 5 1 7
Company name in full	Mail Matters Direct Limited

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date	d 0 d 7 m 0 m 8 y 2 y 0 y 1 y 9

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name	Northern Bank Limited
Name	
Name	
Name	

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

RECEPTION DESK

MR01
Particulars of a charge

4 Brief description

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

Brief description

There is no land, ship, aircraft or intellectual property subject to this charge.

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

Please limit the description to the available space.

5 Other charge or fixed security

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

☑ **Yes**

☐ **No**

6 Floating charge

Is the instrument expressed to contain a float**ing charge? Please tick the** appropriate box.

☐ **Yes** Continue

☑ **No** Go to **Section 7**

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

☐ **Yes**

7 Negative Pledge

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

☑ **Yes**

☐ **No**

8 Trustee statement ❶

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X Luke O'Brien X

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

MR01
Particulars of a charge

Presenter information

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

Contact name	Luke O'Brien
Company name	Danske Bank
Address	PO Box 183
	Donegall Square West
Post town	Belfast
County/Region	
Postcode	B T 1 6 J S
Country	Northern Ireland
DX	
Telephone	

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; **it must** be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

Branch :

Dated : 7 August 2019

MAIL MATTERS DIRECT LIMITED

TO

NORTHERN BANK LIMITED

FIXED CHARGE ON BOOK DEBTS and FIXED EQUITABLE CHARGE OVER NON-VESTING RECEIVABLES

Northern Bank Limited
P.O. Box 183
Donegall Square West
Belfast
BT1 6JS

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LUKE O'BRIEN

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI24517

Charge code: NI02 4517 0003

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 7th August 2019 and created by MAIL MATTERS DIRECT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th August 2019.

Given at Companies House, Belfast on 30th August 2019

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

THIS CHARGE made the 7th day of August 2019

BETWEEN (1) MAIL MATTERS DIRECT LIMITED (Company No. NI024517) of which the registered office is situate at 13 Sydenham Road, Belfast, BT3 9DH ("the Company") and (2) **NORTHERN BANK LIMITED** ("the Bank")

WITNESSES as follows:

1. This Charge shall be security for the payment and discharge of the moneys and liabilities hereinafter defined.

2. The words "moneys and liabilities" used herein mean all moneys and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank by the Company whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand made or judgment obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Company and the Bank relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of the Bank (but so that interest shall be computed at the rate of two per cent per annum over Standard Rate from time to time ruling).

3. The Company acknowledges that any of the moneys and liabilities shall be due and payable to the Bank upon demand.

4. The Company as beneficial owner HEREBY FIRSTLY CHARGES in favour of the Bank by way of first fixed charge all book debts and other debts now and from time to time hereafter due owing or incurred to the Company (hereinafter collectively called "the debts") and SECONDLY CHARGES in favour of the Bank by way of Fixed Equitable Charge all Receivables sold or purported to be sold by the Company to the Bank pursuant to an agreement for the sale of Receivables made between the Company and the Bank (including the associated rights relating thereto) which fail to vest effectively or absolutely in the Bank for any reasons.

5. The Company shall not except with the prior written consent of the Bank:-

   (a) purport to create or permit to subsist over all or any of the debts any mortgage charge lien pledge or other security other than this charge; or

   (b) release exchange compound set-off grant time or indulgence in respect of or in any other manner deal with all or any of the debts save as hereinafter expressly provided.

6. Until this charge is discharged the Company will:-

   (a) get in and realise the debts in the ordinary course of its business (which shall not extend to the selling or assigning or in any other way factoring or discounting the same) and hold the proceeds of such getting in and realisation of the debts (until payment to the special account as hereinafter provided) upon trust for the Bank;

   (b) pay the proceeds of such getting in and realisation of the debts into such separate and denominated account with the Bank (the "special account") as the Bank may require;

   (c) not be entitled to withdraw from the special account all or any moneys standing to the credit thereof except with the prior consent of the Bank; and

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(d) if called upon so to do by the Bank execute a legal assignment of [illegible] to the Bank in such terms as the Bank may require and give such notice thereof to the debtors from whom the debts are due owing or incurred and take any such other steps as the Bank may require to perfect such legal assignment.

7. At any time before this Charge is discharged (and whether or not the same shall have become enforceable under the provisions hereinafter contained) the Bank may [illegible] whenever and so often as it shall think fit apply the whole or any part of the moneys from time to time standing to the credit of the special account in or towards the discharge of all or any of the moneys and liabilities and may pay the same to the credit of any other nominated account (including an account opened by the Bank for the purpose) as security for any contingent or future liability of the company to the Bank.

8. This Charge shall become enforceable:-

(a) if any of the moneys and liabilities shall not be paid or discharged when [illegible] has been made: or

(b) upon the making of an order for the voluntary winding-up of the Company or the passing by the Company of a resolution for voluntary winding-up (save with the prior written consent of the Bank for the purpose of reconstruction or amalgamation only): or

(c) upon the presentation of a petition for a winding up or an application for an administration order in relation to the Company or a notice of appointment of or notice of intention to appoint an administrator is issued by the Company or its directors or members or by the holder of a qualifying floating charge; or

(d) if the Company shall be in breach of any of the obligations binding on it under this Charge or any other charge given by the Company to the Bank to secure the moneys and liabilities and such breach (if capable of remedy) has not been remedied to the satisfaction of the Bank before the expiry of 30 days after notice calling upon the company to do so has been given by the Bank: or

(e) if the Company shall convene any meeting(s) of its creditors under Article 16 of The Insolvency (Northern Ireland) Order 1989 or Section 3 of The Insolvency Act 1985 or enter into any composition or arrangement for the benefit of its creditors; or

(f) if an encumbrancer shall take possession of or a receiver (administrative or otherwise)shall be appointed over or any secured creditor of the Company shall seek to enforce his security in respect of any of the debts or any other event shall happen which puts in jeopardy all or any part of the security afforded by this Charge: or

(g) if any other event shall occur which has been agreed by the Company and the Bank as an event upon the occurrence of which this or any other security for all or any of the moneys and liabilities shall be enforceable:

And thereupon and at any time thereafter (whether or not any of the above events is continuing) the Bank may appoint under seal or by writing under hand of a duly authorised officer of the Bank any one or more person or persons to be Receiver and Manager (hereinafter called the "Receiver" which expression shall where the context so admits include any person substituted as Receiver and Manager under the power hereinafter contained) of all or any of the debts and may from time to time under seal or by writing under hand of a duly authorised officer of the Bank remove any person appointed to be the Receiver and may in like manner appoint another in his place.

9. The power to appoint a Receiver hereinbefore conferred shall be in addition to all statutory and other powers of the Bank under the Conveyancing Acts 1881 to 1911 and the statutory powers of sale and of appointing a receiver shall be exercisable without the restrictions contained in sections 20 and 24 of the Conveyancing and Law of Property Act 1881 or otherwise and the power to appoint a receiver

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hereinbefore or by statute conferred shall be and remain exercisable by the Bank notwithstanding any prior appointment in respect of all or any part of the debts.

10. The Receiver shall be the agent of the Company and the Company shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.

11. The Receiver shall have power:-

    (a) to collect and get in the debts in respect of which he is appointed or any part thereof and for that purpose to make such demands and take any proceedings as may seem expedient;

    (b) to sell and assign all or any of the debts in respect of which the Receiver is appointed in such manner and generally on such terms and conditions as he thinks fit;

    (c) to make any arrangement or compromise between the Company and any other person in respect of the debts which he may think expedient;

    (d) to appoint managers servants and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine;

    (e) to exercise all powers provided for in the Conveyancing acts 1881 to 1911 in the same way as if the Receiver has been duly appointed thereunder;

    (f) for any of the purposes authorised by this clause to raise money by borrowing from the Bank or from any other person on the security of all or any of the debts in respect of which the receiver is appointed upon such terms (including if the Bank shall consent terms under which such security ranks in priority to this Charge) as the Receiver shall think fit;

    (g) to do all such other acts and things as he may consider to be incidental or conducive to any of the matters or powers aforesaid and which the receiver lawfully may or can do as agent for the Company.

12. All moneys received by the Receiver shall be applied in the following order:-

    (a) in payment of all costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of the powers aforesaid and of all other outgoings properly payable by the Receiver;

    (b) in payment of remuneration to the Receiver at such rate as may be agreed between him and the Bank;

    (c) in payment to the special account of the Bank;

    (d) the foregoing provisions shall take effect by way of variation and extension of Sections 19 and 21 to 24 inclusive of the Conveyancing and Law of Property Act 1881 as amended by the Conveyancing Act 1911 and the provisions of those Sections and the powers thereby conferred on a Mortgagee or Receiver as so varied and extended shall apply to and be exercisable by any such Receiver so far as applicable and section 20 of the Conveyancing and Law of Property Act 1881 shall not apply.

13. The Bank shall not nor shall the Receiver be liable to account as mortgagee in possession in respect of all or any of the debts nor be liable for any loss upon realisation or for any neglect or default of any nature whatsoever in connection with all or any of the debts for which a mortgagee in possession might as such be liable and all costs charges and expenses incurred by the Bank or the Receiver (including the costs of any proceedings in relation to this Charge or to the moneys and liabilities) shall be paid by the Company on a full indemnity basis.

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14. The Company hereby irrevocably appoints the Bank and the Receiver jointly and also severally the Attorney and Attorneys of the Company for the Company and in its name and on its behalf and as its act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required for the purposes hereof.

15. The Company hereby agrees to indemnify and hold harmless the Receiver from and against all actions claims expenses demands and liabilities in any way arising or incurred or which may at any time be incurred by any manager servant or agent for whose default or miscarriage he may be answerable for anything done or omitted to be done in the exercise or purported exercise of his powers under the provisions of this Charge or pursuant hereto

16. The restriction on the right of consolidating mortgages contained in Section 17 of the Conveyancing and Law of Property Act 1881 shall not apply to this Charge

17. For the purpose of or pending the discharge of any of the moneys and liabilities the Bank may convert any moneys received recovered or realised by the Bank under this Charge (including the proceeds of any previous conversion under this clause) from their existing currency or denomination into such other currency of denomination as the Bank may think fit and any such conversion shall be effected at the Bank's then prevailing spot selling rate of exchange for such other currency against the existing currency. Each previous reference in this clause to a currency extends to funds of that currency and for the avoidance of doubt funds of one currency may be converted into different funds of the same currency.

18. This charge:-

    (a) shall be in addition to and shall be independent of every other security which the Bank may at any time hold for any of the moneys and liabilities; and it is hereby declared that no prior security held by the Bank over the whole or any part of the debts shall merge in the security created by this Charge;

    (b) shall remain in full force and effect as a continuing security unless and until the Bank discharges this Charge.

19. The Bank may in its discretion grant time or other indulgence or make any other arrangement variation or release with any person or persons not party hereto (whether or not such person or persons are jointly liable with the Company) in respect of any of the moneys and liabilities or of any other security therefor without prejudice either to this Charge or to the liability of the Company for those moneys and liabilities.

20. If the Bank receives notice of any subsequent charge or other interest affecting all or any of the debts the Bank may open a new account or accounts for the Company in its books and if the Bank does not do so then unless the Bank gives express written notice to the contrary to the Company as from the time of receipt of such notice by the Bank all payments made by the Company to the Bank (other than payments made to the special account in accordance with the provisions of this Charge) shall in the absence of any express appropriation by the Company to the contrary be treated as having been credited to a new account of the Company and not as having been applied in reduction of the amount due owing or incurred from the Company to the Bank at the time when it received the notice.

21. In case the Bank shall have more than one account for the Company in its books (in addition to the special account) the Bank may at any time after this Charge has become enforceable or the Bank has received notice of any subsequent charge or other interest affecting all or any of the debts and without prior notice in that behalf forthwith transfer all or any part of any balance standing to the credit of any such account to any other such account which may be in debit but the Bank shall notify the company of the transfer having been made.

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22. Any demand or notice under this Charge may be made or given by any manager or officer of the Bank or of any branch thereof or by any Solicitor acting on behalf of the Bank by letter addressed to the Company and delivered to any officer of the Company at any place or sent by first-class post to or left at the registered office of the Company or any place of business or activity of the Company last known to the Bank and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted and shall be effective notwithstanding that it be undelivered or be returned undelivered

23. All the costs charges and expenses of the Bank including the costs charges and expenses incurred in the carrying of this Charge into effect or in the exercise of any of the rights and remedies and powers conferred hereby shall be paid by the Company.

24. The rights and remedies of the Bank herein provided are in addition to and not in substitution for any rights or remedies provided by law.

25. Where the context so admits.-

    (a) the expression "the Company" shall include its successors and permitted assigns and the expression "the Bank" shall include its successors and assigns;

    (b) any reference herein to a person shall include a company partnership or unincorporated association;

    (c) any reference herein to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force; and

    (d) references to the singular shall include the plural and vice versa and references to the male pronoun shall include the female and vice versa.

IN WITNESS whereof this deed is executed by the Company the day and year first herein written.

Executed as a Deed

CERTIFIED TO BE A TRUE COPY OF THE ORIGINAL SEEN BY ME:
LUKE O'BRIEN

Signed: Ciara Miller
Print name: CIARA MILLER
Address: 28 Meadowhill
Grange
Belfast
Occupation: FINANCE MANAGER.

Signed: G Moody
Print name: Gareth Moody
Address: 102 Ballygomartin Road
Belfast
Occupation: Finance Assistant

The Bank acknowledges that it has no further interest under the within written Charge and that the same is hereby discharged.

Dated this day of

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