

MR07

Particulars of alteration of a charge (particulars of a negative pledge)



Companies House

☒ **What this form is for**
You may use this form to notify
that a charge has been altered.

☒ **What this form is NOT for**
You may not use this form to
that a charge has been altered
an LLP. Please use form LL MP

TUESDAY



J8GN8594

JNI

22/10/2019

#68

COMPANIES HOUSE



Please include a certified copy of the instrument of alteration with this form.
This will be placed on the public record.

1 Company details

Company number N I 0 3 1 9 0 6

Company name in full OWENKILLEW DEVELOPMENT COMPANY 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

When was the charge created?

→ Before 06/04/2013. Complete **Part A and Part C**

→ On or after 06/04/2013. Complete **Part B and Part C**

charge 6

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge.

Charge creation date d d m m y y y y

A2 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced.

Instrument description

Continuation page

Please use a continuation page if
you need to enter more details.

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A3

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged as set out when the charge was registered.

Short particulars

Continuation page

Please use a continuation page if you need to enter more details.

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Part B Charges created on or after 06/04/2013

B1	Charge code														
	Please give the charge code. This can be found on the certificate.														
Charge code ①	<table border="1"><tr><td>N</td><td>I</td><td>0</td><td>3</td><td>-</td><td>1</td><td>9</td><td>0</td><td>6</td><td>-</td><td>0</td><td>0</td><td>0</td><td>6</td></tr></table>	N	I	0	3	-	1	9	0	6	-	0	0	0	6
N	I	0	3	-	1	9	0	6	-	0	0	0	6		
	① Charge code This is the unique reference code allocated by the registrar.														

Part C To be completed for all charges

C1	Signature						
	Please sign the form here.						
Signature	<table border="1"><tr><td>Signature</td><td><div>X Megan McElholm (Director)</div></td><td>X</td></tr><tr><td colspan="3">This form must be signed by the company that created the charge or by the person taking the benefit of this or any affected charge.</td></tr></table>	Signature	<div>X Megan McElholm (Director)</div>	X	This form must be signed by the company that created the charge or by the person taking the benefit of this or any affected charge.		
Signature	<div>X Megan McElholm (Director)</div>	X					
This form must be signed by the company that created the charge or by the person taking the benefit of this or any affected charge.							

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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 **Eamonn Corry**

Company name **Logan and Corry Solicitors**

Address **Church House, 24 Dublin Road**

Post town **Omagh**

County/Region **Tyrone**

Postcode **B t 7 8 1 h e**

Country **N Ireland**

DX **3742 NR OMAGH**

Telephone **028 82 250400**



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 of alteration.

Part A Charges created before 06/04/2013

- ☐ You have given the charge date.
- ☐ You have completed the Description of instrument and Short particulars in Sections A2 and A3.

Part B Charges created on or after 06/04/2013

- ☐ You have given the charge code.

Part C To be completed for all charges

- ☐ You have signed the form.



Important information

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



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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

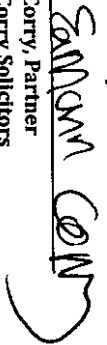


Further information

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

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

Dated this 18th day of October 2019

Signed: 
Eamonn Corry, Partner
Logan & Corry Solicitors
Church House, 24 Dublin Road, Omagh, County Tyrone BT781HE

LAND REGISTRY OF NORTHERN IRELAND

FOLIO: TY20151 & TY110161L

COUNTY: TYRONE

REGISTERED OWNER: OWENKILLEW DEVELOPMENT COMPANY LIMITED

THIS DEED is made the 21st day of June Two Thousand and Nineteen

BETWEEN:

1. The **Department of Agriculture, Environment and Rural Affairs** of Dundonald House, Upper Newtownards Road, Belfast, BT4 3SB (hereinafter called "the Department") of the first part; and
2. **ULSTER BANK LIMITED** of 11-16 Donegall Square East, Belfast, BT1 5UB (hereinafter called "the Bank") of the second part; and
3. **OWENKILLEW DEVELOPMENT COMPANY LIMITED** (Company Number NI031906) of 62 Main Street, Gortin, Omagh, Co Tyrone, BT79 8NH (hereinafter called "the Grantee") of the third part

WHEREAS the Bank and the Department (collectively "the Grantors") have each at the request of the Grantee agreed to regulate the Priority of the Charges (defined below) in the manner hereinafter appearing to the intent that this Deed shall supersede all previous arrangements concerning the priority of the Charges or any of them.

NOW THIS DEED WITNESSES and it is hereby agreed as follows:-

1. **DEFINITIONS**

1.01 In this Deed unless the context otherwise requires the following words and expressions shall have the following meanings:

"CALCULATION DATE" means the earlier of (1) the first date on which either of the Grantors appoints a Receiver or takes any other step to enforce its security under any of the Charges or (2) the Grantee proposes or makes an assignment or an arrangement or a compromise with or for the benefit of his creditors or if any Petition is filed for its Winding Up or for the appointment of an administrator.

"CHARGES" means collectively the Department's Priority Charge and the Bank's

Security as set out in Schedule One and defined below.

"THE DEPARTMENT'S PRIORITY CHARGE" means the Legal Charge over the Property created by the Grantee over the Property in favour of the Department details of which are set out in Part A of Schedule One.

"THE DEPARTMENT'S PRIORITY DEBT" means the aggregate principal amount not exceeding £250,000.00 (two hundred and fifty thousand pounds) of all monies obligations and

liabilities whether actual or contingent due owing or incurred by the Grantee to the Department on foot of a Letter of Offer dated the 27th day of February 2019 and a Deed of Charge dated the date hereof being the monies obligations and liabilities secured by the Department's Priority Charge.

"BANK'S SECURITY" means the security created by the Grantee over the Property in favour of the Bank, details of which are set out in Part B of Schedule One

"BANK DEBT" means without limit all monies obligations and liabilities whether actual or contingent due owing or incurred by the Grantee to the Bank.

"THE PROPERTY" means the hereditaments and premises as specified in Schedule Two together with all buildings and fixtures from time to time thereon

1.02 The expression "the Department" and "the Bank" shall include their respective successors in title and assigns of the Department's Priority Charge and the Bank's Security respectively.

1.03 The headings in this Deed are inserted for convenience only and shall be ignored in construing this Deed. References to Clauses or Schedules are to Clauses or Schedules in this Deed unless otherwise stated.

2. PRIORITIES

It is hereby agreed and declared between the Grantors that for the purpose of this Deed (but not further or in particular so as to prejudice or affect any rights or remedies of the Grantors against the Grantee)

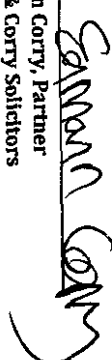
2.01 The Department as Chargee at the request of the Grantee declares and confirms in favour of the Department that the Legal Charge constituted by the Department's Priority Charge shall rank **IN PRIORITY** to the extent of the Department's Priority Debt as a continuing security in favour of the Department for repayment of the Department's Priority Debt and so that the Priority of the extent aforesaid shall not be affected by any fluctuations in the monies obligations and liabilities from time to time due owing or incurred to the Department or by the existence at any time of a credit balance on any account or other account and shall continue as though the Bank's Security had not been created.

2.02 The Department as Chargee at the request of the Grantee declares and confirms in favour of the Bank that the security constituted by the Bank's security shall rank second in priority over the Property only- (**after satisfaction of the Department's Priority Debt**) for repayment of the Bank's Security but not further or otherwise.

2.03 The Bank as Chargee at the request of the Grantee declares and confirms in favour of the Department that the Legal Charge constituted by the Department's Priority Charge shall rank first in priority over the Property only for all such other monies or liabilities as may be due by the Grantee to the Department from time to time.

2.04 Monies received by a Receiver or Administrative Receiver of the Grantee (after payment of his remuneration and receivership expenses and after providing for all costs charges expenses and liabilities and other payments ranking in priority to the Grantors) under whichever of the Charges or otherwise howsoever such Receiver is appointed shall be applied in accordance with the terms of this Clause 2.

Dated this 18th day of October 2019

Signed: 

Eamonn Corry, Partner

Logan & Corry Solicitors

Church House, 24 Dublin Road, Omagh, County Tyrone BT781HE

2.05 If the total liability of the Grantee to the Bank or the Department exceeds the Department's Priority Debt or the Bank's Security (whichever shall be applicable) the Grantor in question shall be entitled conclusively to determine what part of such total liability within the definition thereof shall be regarded as comprised in its own Priority Debt or Debt and what part thereof shall be deemed not to be so comprised.

2.06 If all or any of the Charges in favour of either of the Grantors shall be released or be or become wholly or partly invalid or unenforceable such of the Grantors shall itself bear the loss resulting and not be entitled to share in monies derived from assets over which it has no effective security but the Grantors shall not themselves challenge or question the validity or enforceability of the Charges.

2.07 The Bank hereby consents to the creation of the Department's Priority Charge over the Property:

3. EFFECT OF THIS DEED

3.01 Nothing contained in this Deed shall:-

- a. Require either of the Grantors to make any advance or to provide any facility to the Grantee; or
- b. As between the Grantee and the Grantors affect or prejudice any rights or remedies of the Grantors under the Charges which shall remain in full force and effect according to their tenor as effective securities for all monies obligations and liabilities therein mentioned without the limit subject only to the ranking of the Charges thereby created as herein provided.

4. MISCELLANEOUS

4.01 Subject to Clause 2.04 until the Calculation Date each of the Grantors shall be entitled without reference to the other Grantors to grant time or indulgence and to release compound or otherwise deal with or receive monies from any person liable or to deal with exchange release modify or abstain from perfecting or enforcing any of the rights which it may now or hereafter have against the Grantee or otherwise without prejudicing its rights under this Deed.

4.02 The Grantors shall be at liberty from time to time to disclose to each other information concerning the affairs of the Grantee in such manner and to such extent as the Grantors shall from time to time desire.

4.03 Nothing contained in this Deed shall prejudice or affect the rights or either of the Grantors under any guarantee lien bill note charge or other security from any party other than the Grantee (save to the extent the same is within the definition of the Charges) now or hereafter held by it in respect of any monies obligations or liabilities thereby secured and so that (without limitation) each of the Grantors may apply any monies recovered under such guarantee lien bill note charge or other security in or towards payment of any money obligation or liability actual or contingent now or hereafter due owing or incurred to it other than or in excess of the Department's Priority Debt or Banks security or may hold such monies on a suspense account for such period as it may in its absolute discretion think fit.

5. JURISDICTION

5.01 This Deed shall be governed by and interpreted in accordance with the law of Northern Ireland. Each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of the High Court of Justice in Northern Ireland but this Deed may be enforced in any Court of competent jurisdiction.

IN WITNESS whereof this Deed has been executed and delivered as a Deed the day and year first hercin written.

SCHEDULE ONE

PART A

Details of the Department's Priority Charge

A Deed of Charge made the 21st day of June 2019 between the Department and the Grantee.

PART B

Details of the Bank's Security

1. Debenture dated 20th August 2015 entered into between the Bank and the Grantee.

SCHEDULE TWO

ALL THAT AND THOSE the lands and premises comprised in Folio TY 20151 and Folio TY 110161L County Tyrone

I hereby certify that this is a true copy of the original document of which it purports to be a copy.

Dated this 18th day of October 2019

Signed: Eamonn Corry
Eamonn Corry, Partner
Logan & Corry Solicitors
Church House, 24 Dublin Road, Omagh, County Tyrone BT781HE

**PRESENT WHEN THE- OFFICIAL SEAL OF
DEPARTMENT OF AGRICULTURE ENVIRONMENT
& RURAL AFFAIRS WAS AFFIXED HERETO:-**

Paul Denny 1 May 2019
PAUL DENNY
Director of Rural Affairs

Signed, Sealed and Delivered by
ASHLEIGH BOYD as the Attorney and
on behalf of **ULSTER BANK LIMITED**
under Power of Attorney dated
06 September 2018 which has not
been revoked in the presence of

Paul Gardiner
Bank Official PAUL GARDINER
Both of: Ulster Bank Limited 11-16 Donegall Square East Belfast BT1 5UB

Abad
Lending Transactional Documentor

B. Ferguson
Bank Official BRENDA FERGUSON
Both of: Ulster Bank Limited 11-16 Donegall Square East Belfast BT1 5UB

Witness' Signature - Bank Employee

Executed and Delivered as a deed by) Ned R Scott
Owenkillew Development Company) Director
Limited)
) Rosalie Keenan
) Secretary/Director