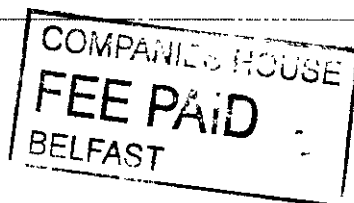


MR01

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
instrument. Use form MR08.

MONDAY



JNI *J88SYPN4* #27
01/07/2019
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



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

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 date

Charge creation date d 2 d 1 m 0 m 6 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 DEPARTMENT OF AGRICULTURE ENVIRONMENT & RURAL
AFFAIRS

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.

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

All the lands in folio TY 20151 Co. Tyrone together with all buildings erected or to be erected thereon AND All of the lands comprised in Lease of 25 Feb. 2019 between Fermanagh & Omagh District Council (1) and Owenkillew Development Company Limited (2) being part only of the lands comprised in folio TY11084 & all of the lands comprised in folios TY6629 & TY9347, County Tyrone together with all buildings erected or to be erected thereon.

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 floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

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

☐ Yes

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 statement¹

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.

☐

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

9

Signature

Please sign the form here.

Signature

Signature

x EAMMAM Co. Ltd, Solicitor 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 **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
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Country

DX **3742 NR OMAGH 2**

Telephone **028 82 250 400**

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI31906

Charge code: NI03 1906 0006

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 21st June 2019 and created by OWENKILLEW DEVELOPMENT COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st July 2019.

Given at Companies House, Belfast on 2nd July 2019



Companies House




Dated this 24th day of June 2019

1. OWENKILLEW DEVELOPMENT COMPANY LIMITED
2. DEPARTMENT OF AGRICULTURE ENVIRONMENT AND RURAL AFFAIRS

DEBENTURE

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

Dated this 24th day of June 2019

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

**The Solicitor
Department of Finance
Departmental Solicitor's Office
Centre House
79 Chichester Street
BELFAST
BT1 4JE**

FOLIO NOS: TY 20151, TY 6629, TY 9347 and TY 11084

COUNTY: TYRONE

REGISTERED OWNER: Owenkillew Development Company Limited

THIS DEBENTURE is made the day of 2019

BETWEEN:

1. OWENKILLEW DEVELOPMENT COMPANY LIMITED (NI 031906) (“the Company”) having its registered office at 62 Main Street, Gortin, Co. Tyrone BT79 8NH
2. THE DEPARTMENT OF AGRICULTURE ENVIRONMENT AND RURAL AFFAIRS (“the Department”) of Dundonald House Upper Newtownards Road Belfast BT4 3SB

PART I

RECITALS

Under the terms and conditions of a Letter of Offer of financial assistance (“the Financial Assistance Letter”) particulars of which are set forth in the First Schedule hereto the Department agreed to make available to the Company the financial assistance therein mentioned upon the obligation of the Company to repay such financial assistance being secured as hereinafter provided

NOW THIS DEBENTURE WITNESSES as follows:

PART 2

CHARGES

1. As security for the obligations of the Company to repay the financial assistance (or any part or parts thereof) under the Financial Assistance Letter and the payments agreed to be made to the Department under this Debenture the Company as beneficial owner and as registered owner as the case may be hereby:-
 - 1.1 Grants and conveys unto the Department ALL THAT AND THOSE the freehold hereditaments and premises set forth in the Second Schedule hereto TO HOLD the same unto and to the use of the Department in fee simple subject to the proviso for redemption hereinafter contained;
 - 1.2 Demises unto the Department ALL THAT AND THOSE the leasehold hereditaments and premises set forth in the Second Schedule hereto TO HOLD the same unto and to the use of the Department henceforth for all the residue of the terms of years now unexpired (save the last day thereof) granted by the Lease or Leases (if any) set forth and described in the Second Schedule hereto AND the Company hereby declares that it shall henceforth hold the reversion of the said terms of years demised by the said Lease or Leases upon trust for the Department subject to any equity of redemption subsisting therein and upon trust to dispose thereof as the Department may from time to time direct AND the Company hereby authorises the Department and does hereby appoint the Department to be the attorney of the Company in its name and on

its behalf to appoint a new trustee or trustees in place of the Company or any trustee or trustees appointed under this power as if the Company or such other trustee or trustees were incapable of acting in the trusts of the reversion or in any of them hereby declared;

- 1.3 Charges all its registered lands described and set forth in the Second Schedule hereto in favour of the Department and hereby assents to the registration of the charge hereby created as a burden on the lands comprised in Folio or Folios (if any) so set forth and described in the Second Schedule and the address of the Department for the service of notices in connection therewith is c/o The Solicitor, Departmental Solicitor's Office, Victoria Hall, 12 May Street, Belfast;

RESTRICTION ON FURTHER CHARGES

2. The Company hereby covenants that it shall not create any mortgage or charge whether floating or specific on the whole or any part of the undertaking, goodwill, property and assets for the time being of the Company or its subsidiaries to rank in priority to or pari passu with this Debenture without the prior consent in writing of the Department

PART 3

PAYMENTS

All payments made by the Company (whether as principal debtors or sureties) under this Debenture on account of principal interest or otherwise shall be made to the Department in sterling free of all deductions and without set-off or counter-claim and

without deduction for or on account of any present or future taxes, levies, imposts, duties, deductions, withholdings or other charges of whatsoever nature imposed levied, collected, withheld or assessed unless the Company is compelled by law to deduct the same and if so compelled, the Company shall pay such additional amounts as may be necessary in respect of principal, interest or otherwise in order that the net amounts which shall remain and be paid after such taxes, levies, imposts, duties, deductions, withholdings or other charges shall equal to respective amounts due hereunder

PART 4

COVENANTS BY THE COMPANY

1. The Company hereby covenants with the Department that so long as any moneys remain owing to the Department under this Debenture the Company shall:-
 - 1.1 Comply with the terms and conditions of the Financial Assistance Letter;
 - 1.2 Not use the Financial Assistance or any part save for the purposes for which the Financial Assistance was offered to the Company; under the Financial Assistance Letter;
 - 1.3 Carry on its business and undertaking in an effective and proper manner and procure that the Company's subsidiaries do likewise;
 - 1.4 Furnish the Department with such information as the Department shall reasonably require (i) as to all matters relating to its business and affairs and (ii) as to the business and affairs of its subsidiaries and (iii)

as to any after-acquired property of the Company or any of its subsidiaries;

- 1.5 Pay all rents, taxes, duties, assessments and other outgoings and perform all covenants and comply with all restrictions and stipulations affecting any land or building for the time being owned by it, and shall comply with all planning requirements, regulations, bye-laws affecting such land or buildings and (save in the case of assets not having a value) keep all such land and buildings and all machinery, plant, tools, fixtures and implements for the time being owned by the Company in good and proper repair and condition;
- 1.6 Keep all its property and assets of an insurable nature insured with a good and solvent insurance office to be approved of by the Department against loss or damage by fire, explosion, lightning, aircraft, storm and tempest and such other risks which are in accordance with sound commercial practice normally insured against by companies carrying on similar business in and to a value such as a prudent company carrying on a similar business or businesses in Northern Ireland would normally insure such property and assets and shall maintain and keep up a policy or policies of insurance indemnifying the Company to such amount as the Department may reasonably require against all claims under the Employers' Liability Acts, Fatal Injuries Acts, and actions at Common Law and shall likewise effect such other insurances in respect of its business as the Department may reasonably require (including insurance against loss arising from interruption or interference with the Company's business consequent upon any loss or damage by fire

explosion or such other risks as aforesaid) and produce the policies written up to date issued in relation thereto for all such insurance to the Department for inspection on demand and duly pay or cause to be paid the premiums and other sums of money payable in respect of all such insurances and if required produce to the Department on demand the receipts for the same and such evidence as the Department shall reasonably require concerning the effectiveness of such insurances and shall ensure that at all times the interest of the Department is noted on all such policies of insurance.

2. If default should be made at any time by the Company in:-

- 2.1 Making all such payments as are specified in Clause 1.6 hereof the Department may pay the same or;
- 2.2 Effecting or keeping up such policies of insurance as are specified in Clause 1.6 hereof the Department may effect and keep up the same or;
- 2.3. Keeping all its land, buildings and other property in good and proper repair and condition the Department shall be at liberty to enter upon such property and put the said land, buildings and other property into repair;
- 2.4 The Company shall on demand pay to the Department any sums of money expended for any purposes specified in Clauses 2.1, 2.2 and 2.3 hereof with interest thereon at the same rate as is specified in the Financial Assistance Letter from the time of the same respectively having been expended and until such payment and any such monies

(including interest) payable to the Department shall be a charge on the property of the Company

3. The Company hereby covenants with the Department that it shall not (and shall procure that every Company which is or becomes its subsidiary shall not) without the previous consent in writing of the Department transfer, sell, lease, assign, licence or otherwise dispose of its respective freehold, leasehold or registered lands, its business, undertakings or assets as a whole or substantially as a whole

PART 5

WARRANTIES, REPRESENTATIONS AND INDEMNITIES

1. The Company hereby warrants and represents to the Department that to the best of its knowledge and belief having made all due and proper enquiries as follows:-
 - 1.1 The making and performance of this Debenture will not contravene its Memorandum and Articles of Association nor any agreement, indenture or other instrument which is binding upon the Company or any of its subsidiaries and are within the Company corporate powers and have been authorised by all necessary corporate action;
 - 1.2 Save as disclosed in writing prior to the execution hereof, neither the Company nor any of its subsidiaries is engaged nor is about to engage in any litigation or arbitration of any material importance and no such litigation or arbitration is pending or threatened against it;

- 1.3 Neither the Company nor any of its subsidiaries is in default under a contractual or statutory obligation whatsoever (including the payment of any due taxes which materially and adversely affect the business or financial condition of the Company or any such subsidiary);
 - 1.4 Full disclosure has been made to the Department prior to the date hereof of all facts in relation to the Company and each of its subsidiaries and their respective business and affairs are material and ought properly to be made known to any person proposing to lend money to the Company; and
 - 1.5 The Company is not in default of any of the terms or conditions of the Debenture.
2. The Company hereby agrees to indemnify and keep the Department indemnified against:-
- 2.1 Any loss or damage which may be incurred or suffered by the Department as a result of the breach of any covenant, undertaking, representation or warranty herein contained; and
 - 2.2 All actions, proceedings, costs, damages, expenses, claims and demands howsoever arising in connection therewith.

PART 6

ENFORCEMENT OF SECURITY

1. Upon non-compliance by the Company with a written demand by the Department under the Financial Assistance Letter the Department may

forthwith or at any time thereafter without any further notice appoint by instrument in writing a Receiver of the lands, assets and undertakings hereby charged and may remove any Receiver so appointed and may appoint another in his place and may fix (at or after the time of his appointment) the remuneration of any such Receiver (subject to Article 46 of the Insolvency (Northern Ireland) Order 1989 or any statutory modification or re-enactment thereof) Provided Always that any such Receiver shall be the agent of the Company and the Company shall be solely responsible for his acts and defaults and for his remuneration

2. A Receiver appointed in accordance with the provisions of Clause 1 of this Part shall have power:-

- 2.1 To take possession of, collect and get in the property hereby charged and for that purpose to take any proceedings in the name of the Company;
- 2.2 To carry on or concur in carrying on the business of the Company and for that purpose to raise money on the property hereby charged in priority to this security or otherwise;
- 2.3 Forthwith and without any of the restrictions imposed by Section 20 of the Conveyancing and Law of Property Act 1881 to sell or concur in selling (but when necessary with the leave of the Court) and to let or lease or concur in letting or leasing and to accept surrenders of leases or tenancies of all or any of the property hereby charged and to carry any such sale, letting, leasing or surrender into effect by conveying, leasing, letting or accepting surrenders in the name and on behalf of the

Company or other estate owner. Any such sale price or any fine on the grant of a lease or tenancy may be satisfied in cash, debenture or other obligations, shares, stocks or other valuable consideration and may be payable in a lump sum or by installments spread over such period as the Receiver shall think fit. Plant, machinery and other fixtures may be severed and sold separately from the premises containing them without the consent of the Company or of any other person firm or corporation;

2.4 To make any arrangements or compromises which such Receiver may think expedient in the interest of the Department

3. Section 19, 21, 22 and Section 24 sub-sections (3) to (5) and (7) to (8) inclusive of the Conveyancing and Law of Property Act 1881 and the powers thereby or by any statutory modification or extension thereof from time to time in force or any other statutory power or powers conferred on a Mortgagee or Receiver shall apply to such Receiver as if such provisions were incorporated herein save that all moneys received by such Receiver after providing for the matters specified in paragraphs (i) and (ii) of Section 24(8) aforesaid and for all costs, charges and expenses of or incidental to the exercise of any of the powers of such Receiver shall be applied in or towards the satisfaction of the moneys hereby secured
4. It is hereby declared that any such Receiver may be appointed either before or after the Department shall enter into or take possession of the property hereby mortgaged or charged or any part thereof

5. The Company hereby irrevocably appoints any Receiver so appointed as aforesaid the Attorney or Attorneys of the Company and in its name and on its behalf and as its act and deed to execute, deal and deliver and otherwise perfect any deed, assurance agreement, instrument or act which may be required or may be deemed proper for any of the purpose aforesaid
6. In addition to any power hereby or by law given to the Department; the Department may enter into possession of any part of the property hereby mortgaged or charged which may at any time appear to the Department to be in danger of being taken under any process of law or by any creditor of the Company or otherwise howsoever in jeopardy and where any Receiver is appointed under this clause the provision of the preceding clause hereof shall apply mutatis mutandis and the Department may at any time give up possession or withdraw such Receivership
7. After the security hereby constituted has become enforceable the Company shall from time to time at all times execute and do all such assurances, acts, deeds and things (and including where necessary applying to the Court) as the Department may require for facilitating the realisation of the property hereby mortgaged or charged or any part thereof and for exercising all the powers, authorities and discretions hereby or by law conferred on the Department and in particular the Company shall:-
 - 7.1 Execute all transfers, conveyances, assignments and assurances of the property hereby mortgaged or charged or any part or parts thereof

whether to the Department or to its nominees or to any other person or persons as the Department shall direct;

- 7.2 Perform or cause to be performed all acts and things requisite or desirable according to the law of the country in which the property mortgaged or charged or any part thereof is situate for the purpose of giving effect to the exercise of any of the said powers authorities and discretions;
- 7.3 Give all notices, orders and directions which the Department may think expedient.

8. Neither the Department nor any Receiver appointed as aforesaid shall by reason of the Department or of such Receiver entering or taking possession of the property hereby mortgaged or charged or any part thereof be liable to account as mortgagees in possession or for anything save actual receipts or be liable for any loss on realisation of assets or for any default or omission for which a mortgagee in possession might be liable
9. Upon payment of the entire of the moneys hereby secured together with all interest which may be due thereon and upon payment of all costs, charges and expenses incurred by the Department and by any Receiver in relation to these presents or otherwise arising hereout the Department shall at any time thereafter at the request and expense of the Company discharge all property hereby mortgaged or charged from the terms and provisions hereof so that the same shall henceforth be held by the Company for their own absolute use and benefit freed and discharged from these presents

10. The Department without prejudice at any time and from time to time with or without the assent or knowledge of the Company grant time or indulgence to or compound with any person, firm or company liable to the Department on any guarantee or security for the time being held by the Department or to which the Department may be entitled and may make and release securities without affecting the liability of the Company hereunder or the right or title of the Department to the security hereby created

PART 7

GENERAL

1. Captions:

The captions in this Debenture are for the convenience of reference only and shall not define or limit the provisions hereof

2. Evidence of Indebtedness:

For all purposes of or in connection with this Debenture including any legal proceedings hereunder a certificate of the Department signed by a duly authorised officer of the Department shall be conclusive evidence of any sums owed by the Company to the Department

3. No Waivers:

No expressed or implied waiver by the Department of any term provision or condition upon which they are entitled to rely as against the Company shall be

deemed or be construed as a further or continuing waiver of such term,
provision or condition unless so provided in writing by the party in question.

The rights and remedies provided herein are cumulation and not exclusive of
any right or remedies provided by law

4. Assignment:

The Company shall not be entitled to assign the benefit of this Debenture

5. Saturdays, Sundays and Public Holidays:

Any payments to be made or notice or other communication to be served or
other obligation to be performed or any other thing to be done hereunder on a
date which falls a Saturday, Sunday or Public Holiday shall be deemed to be
made, or performed if carried out on the business days next following

6. Governing Law:

This Debenture shall be governed and construed in accordance with the law of
Northern Ireland

7. Time of Essence:

In the construction of all provisions hereunder relating to the payment of
moneys time shall be of the essence of the contract

8. Severability:

If for illegality or any other reason any particular provisions of this Debenture
shall become illegal or unenforceable this shall not affect the remaining
provisions which shall remain in full force and effect

9. Expenses:

The Company shall on demand pay all the legal and other costs, charges and expenses reasonably and properly incurred by the Department in and about the acceptance, preparation, implementation, performance and execution of these presents and the Company shall further on demand pay all legal and other costs, charges and expenses whatsoever reasonably and properly incurred by the Department in and about the protection and enforcement of its securities hereunder or otherwise and in connection with any act, matter or thing made, done or executed by the Department or any of its servants or agents in or about the matters dealt with or arising out of this Debenture and shall pay interest thereon at the same rate as is applicable to the Financial Assistance by virtue of the Financial Assistance Letter hereto computed from the date of demand until the date upon which the same shall have been recovered by or paid to the Department

10. Notices:

Any notice or demand to be given hereunder shall be in writing and shall be deemed duly given upon being delivered or transmitted by telex, or 48 hours after having been posted by prepaid registered post, to the party to which it is to be given at its address herein set out or such other address as such party shall have previously communicated by notice to the party giving such first mentioned notice or demand

11. Continuing Security:

These presents shall be a continuing security to the Department 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 moneys intended to be secured hereby even if they shall not be payable until a further date

12. No Merger:

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 Department upon or in the security hereby created or any part thereof

FIRST SCHEDULE

Letter of Offer of Financial Assistance dated the 27th day of February 2019
from Fermanagh & Omagh Local Action Group to the Company

SECOND SCHEDULE

All the lands in folio TY 20151 Co. Tyrone together with all buildings erected or to be
erected thereon

All of the lands comprised in a Lease dated 25th day of February 2019 made between
Fermanagh & Omagh District Council of the one part and Owenkillew Development
Company Limited of the other part, being part only of the lands comprised in folio TY
11084 and all of the lands comprised in folios TY 6629 and TY 9347, all County
Tyrone together with all buildings erected or to be erected thereon

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

EXECUTED as a DEED by
Owenkillew Development Company
Limited acting by:

NOEL R. SCOTT
DIRECTOR

Noel R Scott

ROSALEEN KEENAN
DIRECTOR

Rosaleen Keenan

in the presence of:

Samuel Com
- G. C. C. C.
Magh

PRESENT when the Official Seal of
THE DEPARTMENT OF AGRICULTURE)
ENVIRONMENT AND RURAL AFFAIRS)
was affixed hereto:)
)
)
)
)
)
)