

MR01

Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST



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 back

☒ **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 the charge is
instrument. Use form MR01.



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JNI

10/11/2017

#76

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 7 2 1 1 4

Company name in full Century Investments Limited



For official use

→ 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 7 m 1 m 0 y 2 y 0 y 1 y 7

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 AC Cinemas (Ireland) Holdings 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.

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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.

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.

Brief description

Fixed charge on all property(real estate), plant, machinery, vehicles, furniture and office equipment now or in future owned by Chargee.
Fixed charge on all book debtd and other debts now and from time to time held by the Chargee.
Fixed charge over all stock now and from time to time held by the Chargee.

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 statement ^①

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

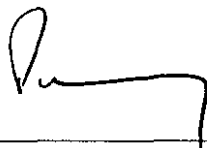
Signature

Please sign the form here.

Signature

Signature

X



X

This form must be signed by a person with an interest in the 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 Patrick Kelly

Company name Kelly & Corr

Solicitors

Address 65 Clarendon Street

Post town Londonderry

County/Region Londonderry

Postcode B T 4 8 7 E R

Country

DX 3117Nr Londonderry 2

Telephone 02871263429



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: NI72114

Charge code: NI07 2114 0001

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 27th October 2017 and created by CENTURY INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th November 2017.

Given at Companies House, Belfast on 14th November 2017



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated the

27th

day of

October

2017

The Borrower – CENTURY INVESTMENTS LIMITED

Company Number NI072114

AND


The Lender – AC CINEMAS (IRELAND) HOLDINGS LIMITED

Company Number 341183

DEBENTURE

Century Investments Limited
28/32 Clarendon Street
Derry BT48 7HD
Northern Ireland

WE CERTIFY THE WITHIN TO BE
A TRUE COPY OF THE ORIGINAL.

SIGNED 

KELLY & CORR

THIS INDENTURE is made the 27th day of October Two Thousand and Seventeen BETWEEN :-

1.CENTURY INVESTMENTS LIMITED Company Number NI072114 ("the Company") having its Registered Office at 28-32 Clarendon Street, Derry BT48 7HD.

2.AC CINEMAS (IRELAND) HOLDINGS LIMITED Company Number 341183 ("the Lender") having its Registered Office at Leckview Lane, Pearse Road, Letterkenny, County Donegal

1. RECITALS

1.1 The Company is indebted to the Lender in respect of monies loaned to the Company by the Lender. See Schedule 1.

1.2 The Company shall on demand pay to the Lender all Money and liabilities ("the Indebtedness) now or at any time owing by the Company to the Lender.

NOW THIS INDENTURE WITNESSES as follows:-

2. CHARGES

2.1 As security for the payment and discharge of the Indebtedness, the Company as beneficial owner –

(a) grants hereby, by way of a fixed charge on all property (real estate) plant, machinery, vehicles, furniture and office equipment now or in future owned by the Company.

(b) grants by way of a fixed charge on all book debts and other debts now and from time to time owing to the Company.

(c) grants by way of a fixed charge over all the stock now and from time to time held by the Company.

(d) grants by way of a floating charge over all other assets of the Company both present and future, including any trading name of Century Investments Limited.

3. RESTRICTION ON FURTHER CHARGES

3.1 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 Lender.

4. PAYMENTS

4.1 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 Lender in Euros free of all deductions and without set-off or counterclaim 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 such.

4.2 Any payments that are subject to such deductions as mentioned in 4.1 must be accompanied by the appropriate Certificate of Deduction and evidenced that the deduction has been remitted to the appropriate authority.

5. COVENANTS BY THE COMPANY

The Company hereby covenants with the Lender that so long as any monies remain owing to the Lender under this Debenture, the Company shall:-

5.1 Carry on its business and undertaking in an effective and proper manner and procure that the Company's subsidiaries do likewise.

5.2 Pay all rents, taxes, duties, assessments and other outgoings and perform all covenants and company 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.

5.3 Keep all its property and assets of an insurable nature insured with a good and solvent insurance office to be approved of by the Lender 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 the Republic of 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 Lender may reasonably require against all claims under the Employers' Liability Acts, Fatal Injuries Acts, Public Liabilities Acts and actions at Common Law and shall likewise effect such other insurances in respect of its business as the Lender 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 the produce the policies written up to date issued in relation thereto for all such insurance to the Lender 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 Lender on demand the receipts for the same and such evidence as the Lender shall reasonably require concerning the effectiveness of such insurances and shall ensure that at all times the interest of the Lender is noted on all such policies of insurance as the Second Lender, if the Company is required by a bank to be noted as the First Lender.

5.4 The Company hereby covenants with the lender 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 Lender transfer, sell, lease, assign, license or otherwise dispose of its respective freehold, leasehold or registered lands, its business, undertakings or assets as a whole or substantially as a whole except in the ordinary course of business.

6. WARRANTIES, REPRESENTATIONS AND INDEMNITIES

6.1 The Company hereby warrants and represents to the Lender that to the best of its knowledge and belief having made all due and proper enquiries as follows:-

6.2 The making and performance of this Debenture will not contravene its Memorandum and Articles of Association nor any agreements, 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.

6.3 The Company hereby agrees to indemnify and keep the lender indemnified against:-

6.3.1 Any loss or damage which may be incurred or suffered by the Lender as a result of the breach of any covenant, undertaking, representation or warranty herein contained; and

6.3.2 All actions, proceedings, costs, damages, expenses, claims and demands howsoever arising in connection therewith.

7. ENFORCEMENT OF SECURITY

7.1 Upon non compliance by the Company, with a written demand by the Lender for payment of the Indebtedness or any part thereof, the Lender may forthwith or at any time thereafter without any further notice appoint by instrument in writing a Receiver of the lands, assets, income 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 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.

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

7.2.1 To take possession of, collect and get in the property hereby charged and for that purpose to take nay proceedings in the name of the Company;

7.2.2 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'

7.2.3 Forthwith and without any restrictions to sell or concur in selling (and 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 instalments 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.

7.2.4 To make any arrangements or compromises which such Receiver may think expedient in the interest of the Lender.

7.3 Any 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 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 monies hereby secured.

7.4 It is hereby declared that any such Receiver may be appointed either before or after the Lender shall enter into or take possession of the property hereby mortgaged or charged or any part thereof.

7.5 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.

7.6 In addition to any power hereby or by law given to the Lender, the Lender may enter into possession of any part of the property hereby mortgaged or charged which may at any time appear to the lender to be in danger of being taken under any process of law or by any creditor of the Company other than action by a First Lender or otherwise howsoever in jeopardy and where any Receiver is appointed under this clause the provision of the preceding clause hereof shall apply without affecting that clause and the Lender may at any time give up possession or withdraw such Receivership.

7.7 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 Lender 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 Lender and in particular the Company shall:-

7.7.1 Execute all transfers, conveyances, assignments and assurances of the property hereby mortgaged or charged or any part or parts thereof whether to the Lender or to its nominees or to any other person or persons as the Lender shall direct;

7.7.2 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.

7.7.3 Give all notices, orders and directions which the Lender may think expedient.

7.8 Neither the Lender nor any Receiver appointed as aforesaid shall by reason of the Lender 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.

7.9 Upon payment of the entire of the monies hereby secured together with all interest which may be due thereon and upon payment of all costs, charges and expenses incurred by the Lender and by any Receiver in relation to these presents or otherwise arising hereout the Lender 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.

7.10 The Lender 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 Lender on any guarantee or security for the time being held by the Lender or to which the Lender may be entitled and may make and release securities without affecting the liability of the Company hereunder or the right or title of the Lender to the security hereby created.

8. GENERAL

8.1 Captions:

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

8.2 Evidence of Indebtedness:

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

8.3 No Waivers:

No expressed or implied waiver by the Lender 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.

8.4 Assignment:

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

8.5 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 on a Saturday, Sunday or Public Holiday, shall be deemed to be made, or performed if carried out on the business days next following.

8.6 Governing Law:

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

8.7 Time of Essence:

In the construction of all provisions hereunder relating to the payment of monies, time shall be of the essence of the contract.

8.8 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.

8.9 Expenses:

The Company shall on demand pay all the legal and other costs, charges and expenses reasonably and properly incurred by the Lender 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 Lender 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 Lender or any of its servants or agents in or about the matters dealt with or arising out of this Debenture.

8.10 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, e-mail or fax 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.

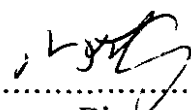
8.11 Continuing Security:

These presents shall be a continuing security to the Lender and the same shall not be prejudiced by the settlement of any account or by any collateral or other security being taken for any of the monies intended to be secured hereby even if they shall not be payable until a further date.

8.12 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 lender upon or in the security hereby created or any part thereof.

EXECUTED as a DEED by
CENTURY INVESTMENTS LIMITED
(the Borrower) acting by:-


.....
Company Director

.....
Company Secretary


.....
Witness

ACCOUNTANT
28-32 CLARENDON ST
DERRY
BT48 7HD

EXECUTED as a DEED by
AC CINEMAS (IRELAND)
HOLDINGS LIMITED
(The Lender) acting by:-

.....*Pauline Doherty*.....
Company Director

.....*[Signature]*.....
Company Secretary

.....*Hayden Hedderley*.....
Witness *Sharon Hedderley*

SCHEDULE 1

- (i) The Company is indebted to the Lender in respect of monies loaned to the Company by the Lender.
- (ii) The monies loaned is hereby agreed at the sum of €475,000.00 (say Four Hundred and Seventy-five Thousand Euros) together with any future loans made by the Lender to the Company.
- (iii) The monies loaned shall carry an interest rate of 4% over the European Central Bank Interest Rate (ECBIR) which currently is Zero %, thus interest chargeable is at 4% per annum.
- (iv) The minimum rate chargeable will be 4% per year, regardless of the ECBIR.
- (v) Interest to be calculated on the balance (inclusive of any unpaid interest) unsettled at the end of each month.
- (vi) Capital and Interest shall be repayable by mutual consent of the Lender and the Borrower.
- (vii) if after a reasonable period of time, commencing with a written request for a repayment but not exceeding three months, no agreement can be reached on a repayment amount, the non agreement may result in the Lender reverting to Clause 1.2 and Clause 7 of this Debenture Deed.