

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 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 MR08.

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

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



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

THURSDAY



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JNI

06/12/2018

#73

COMPANIES HOUSE

1 Company details

Company number

N 1 6 2 4 2 9 9

Company name in full

DRUMARG PROPERTY SERVICES LIMITED

0001

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 0 3 m 1 2 y 2 0 1 8

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

SHEELAGH M. CAGUE

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.

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

ANY LAND OR BUILDINGS WHICH MAY
BE IN THE REGISTERED LEGAL OWNERSHIP
OF THE COMPANY

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 *B. M. Laguerre*

X

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

MARTIN DONAGHY

Company name

RAFFEELLY & DONAGHY

SOLICITORS

Address

2 DONAGHMORE ROAD

Post town

BUNGANNON

County/Region

TYRONE

Postcode

BT701EZ

Country

NORTHERN IRELAND

DX

2909 NR

Telephone

028 87 727055

**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: NI624299

Charge code: NI62 4299 0001

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 3rd December 2018 and created by DRUMARG PROPERTY SERVICES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th December 2018.

Given at Companies House, Belfast on 12th December 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS DEBENTURE made the 3rd day of December 2018.

BETWEEN:

- (1) Sheelagh McCague, Drumhillagh, Tydavent, Co. Monaghan and whose address for service of Notices in Northern Ireland is C/O Rafferty & Donaghy, "Castleview", 2 Donaghmore Road, Dungannon BT70 1EZ (hereinafter called "the Grantor") which expression shall where the context so admits include her personal representatives, executors, heirs and permitted assigns and;
- (2) Drumarg Property Services Limited, Company Registration Number NI624299, having its registered office at 38 Irish Street, Armagh, Northern Ireland, BT61 7EP (hereinafter called "the Company").

WHEREAS:-

- (A) The Company has already been granted, or may hereafter be granted, facilities from time to time by the Grantor and/or is now or may hereafter become indebted to the Grantor by other means.
- (B) It has been agreed between the Grantor and the Company that all the moneys now owing, or which shall hereafter becoming owing, on a general balance of account or otherwise from the Company to the Grantor with interest, costs and charges shall be secured in the manner and upon the terms hereinafter appearing.

NOW THIS DEBENTURE WITNESSETH and it is hereby **AGREED AND DECLARED** by and between the parties hereto as follows:-

1. The Company hereby covenants on demand to pay the Grantor all moneys and discharge all obligations and liabilities whether actual or contingent now or hereafter due, owing or incurred to the Grantor by the Company in whatever currency denominated whether on any banking or other account or otherwise in any manner whatsoever (whether alone or jointly and in whatever style, name or form and whether as principal or surety) including, without limitation, all liabilities in connection with foreign exchange transactions, accepting, endorsing or discounting any notes or bills, or under bonds, guarantees, indemnities, documentary or other credits or any instruments whatsoever from time to time entered into by the Grantor for or at the request of the Company, and all amounts which may become payable or for which the Company may become liable under this Debenture and together with interest to date of payment as hereinafter provided, commission, fees and other charges and all legal and other costs, charges and expenses incurred by the Grantor or any receiver in relation to the Company or all or any part of the property, assets and rights for the time being comprised in or subject to the charges contained in this Debenture ("the Charged Property") on a full indemnity basis and also all losses and damages that may be sustained,

We hereby certify that this is a true copy of the original charge document.

3rd December 2018

Rafferty & Donaghy
Solicitors Dungannon

suffered or incurred by the Grantor arising out of or in connection with any act, matter or thing done or omitted to be done by the Company under this Debenture or any document, arrangement or agreement between the Company and the Grantor or any disclaimer of any of its contracts, agreements or arrangements or any of its liabilities or obligations to the Grantor, and also interest on the foregoing to the date of payment.

2. (i) A demand for payment of the monies hereby secured may be made in writing on behalf of the Grantor or by any solicitor on behalf of the Grantor and such demand in case of monies due or owing on current account may be made at any time and in other cases may be made when or at any time after the Grantor becomes entitled to call for payment of the monies and separate demands may be made in respect of separate demands may be made in respect of separate accounts at different times.
- (ii) Any notice of demand to be given or made by or to the Grantor or the Company hereunder shall be deemed to have been properly given or made if delivered personally or if sent by pre-paid post to the last known address of the party to be served or to such other address as the Grantor or the Company respectively may notify in writing to the other or to the registered office of the Company or to any of its principal places of business for the time being.
- (iii) Any notice of demand which is sent by pre-paid post shall be deemed to have been properly served on the addressee at the time of which it would have been delivered in the ordinary course of post, notwithstanding that it shall be undelivered or returned undelivered, and in proving such service it shall be sufficient to prove that the notice of demand was properly addressed and posted.
3. The monies hereby secured shall, unless otherwise specified in this Debenture or agreed between the parties hereto in writing, bear interest (as well after as before an demand made, judgement obtained or liquidation or administration of the company) calculated at the rate of 4% above Danske Bank base rate. A certificate signed by a Chartered Accountant shall in the absence of manifest error be conclusive evidence against the company of the rate and manner of calculation of interest applicable.
4. The Company as Beneficial Owner and as continuing security for payment to the Grantor of all monies hereby agreed to be paid (including any expenses and charges arising out of or in connection with the acts or matters referred to in Clause 12 hereof) and for the discharge of all obligations and liabilities hereinbefore mentioned
HEREBY:-

- (a) **CHARGES** by way of fixed charge all fixed and moveable plant, machinery and equipment from time to time on the property described in the First Schedule.
- (b) **CHARGES** by way of fixed charge all future freehold and leasehold property of the Company and all buildings, structures, fixtures (including trade fixtures) and fixed plant, machinery and equipment from time to time thereon.
- (c) **CHARGES** by way of fixed charge all present and future goodwill and connection of all business carried on by or on behalf of the Company, any patents, trademarks, copyrights, registered designs and similar assets or rights for the time being owned or held by the Company including all fees, royalties and other rights derived therefrom or incidental thereto and any uncalled capital for the time being of the Company.
- (d) **CHARGES** by way of fixed charge all books, debts and other debts and all monies whatsoever for the time being due, owing or payable to the Company, (including the benefit of any judgement or order to pay the sum of money) and the benefit of any mortgages, charges, pledges, liens, rights of set off or any security interest whatsoever, howsoever created or arising, for the time being held by the Company in respect of any such debts or monies and all cash deposits in any account of the Company with any person and all bills of exchange, promissory notes and negotiable instruments of any description at any time owned or held by the Company.
- (e) **CHARGES** by way of fixed charge all shares and marketable securities for the time being owned by the Company and all rights in respect of or incidental thereto including all dividends, interest and other distributions and all accretions, benefits and advantages.
- (f) **CHARGES** by way of fixed charge all the right, title and interest of the Company to and in any proceeds of any present or future insurances or compensation due under the Criminal Damage (Compensation)(NI) Order 1977.
- (g) **CHARGES** by way of floating charge the undertaking and all other property, assets and rights of the Company whatsoever and wheresoever both present and future.

The Mortgage or Charge hereby created shall as regards the property described at clause 4(1)(a) – 4(1)(f) above be a first fixed charge or mortgage (and as regards all those parts of the property described at clause 4(1)(a) now or hereafter vested in the Company shall constitute a charge by way of legal mortgage thereon) and as to the property described at clause 4(1)(g) and to the extent any property, assets and/or rights are not or have ceased to be effective mortgaged or charged by

way of first fixed charge or mortgage shall be a floating charge but so that the Company shall not without the consent in writing of the Grantor create any mortgage, debenture, charge, pledge or any security interest whatsoever upon and so that no property described under this Clause 4 ranking either in priority to or *pari passu* with the charge or mortgage hereby created or which will rank after the charge or mortgage contained in the Debenture.

- (1) The Company hereby covenants with the Grantor that during the continuance of this security the company will at all times:-
- (a) furnish to the Grantor copies of the trading and profit and loss account and audited balance sheet in respect of each financial year of the Company and of every subsidiary (as defined by the Companies Act 2006) and subsidiary undertaking (as defined by the Companies Act 2006) thereof forthwith upon the same becoming available and not in any event later than the expiration of three months from the end of such financial year and also from time to time such other financial statements and information in respect of the assets and liabilities of the Company or circulars or notices issued to the shareholders of the Company as the Grantor may reasonably require;
 - (b) maintain the aggregate value of the Company's book debts (excluding debts owing by any subsidiary (as defined by the Company's Act 2006) and subsidiary undertaking (as defined by the Company's Act 2006) of the Company) and cash in hand as appeared in the Company's books and of its stock accordingly to the best estimate that can be formed without it being necessary to take stock for the purpose at the sum to be fixed by the Grantor from time to time and whenever required by the Grantor obtained from the Managing Director of the Company for the time being or if there shall be no Managing Director then from one of the Directors of the Company and furnish to the Grantor a certificate showing the said aggregate value;
 - (c) pay into a separate account of the Company with the Grantor all monies which it may receive in respect of the book debts and other debts hereby charged and shall not without the prior consent of the Grantor withdraw any such monies from such account (whether the account be in credit or not) and shall not without the prior consent of the Grantor in writing transfer, factor, discount, sell, release, compound, subordinate, defer or vary the terms of any book debts or other debts or moneys for the time being due nor charge or assigns such debts or monies or the proceeds thereof in favour of any other person or otherwise deal with the same except by getting in the same in the usual course of trading and shall if called upon to do so by the Grantor execute a legal assignment of all or any of such book debts or other debts to the Grantor in terms specified by the Grantor and give notice to the debtors of that legal assignment;

- (d) carry on the business of the Company, in a proper and efficient manner and not, except with the prior written consent of the Grantor, sell the whole or, except in the ordinary course of business, any part of the Company's undertaking or make any substantial alteration to the nature of its business;
- (e) forthwith notify the Grantor in writing of the acquisition of any freehold or leasehold property or any interest therein or thereon or the renewal or enlargement of the title to any freehold or leasehold property;
- (f) forthwith notify the Grantor in writing of the acquisition of any shares, marketable securities or intellectual property rights or any interests of the same;
- (g) notify the Grantor in writing at the earliest opportunity and not later than four weeks before of its intention to contract with a supplier on terms involving reservation of title in relation to any accounts or liabilities between the Company and the supplier whether such contract be verbal or in writing;
- (h) except with the prior written consent of the Grantor:-
 - (i) not create a second or subsequent mortgage or charge of any freehold or leasehold property hereby charged.
 - (ii) not transfer, sell, lease or otherwise dispose of any interest in the Charged Property (including any nominal reversion) or any part thereof nor agree so to do nor part with possession of nor grant any licence or right to occupy any of the freehold or leasehold property for the time being owned by the Company but so that the Company may dispose of property and assets which are for the time being subject to the floating charge contained in Clause 4 by sale by way of bargain at arm's length in the usual course of the Company's day to day trading;
 - (iii) not cause or permit any person to be registered under the Land Registration Act (Northern Ireland) 1970 (as amended) as registered owner of the freehold or leasehold property for the Time being owned by the Company;
 - (iv) not vary, surrender, cancel, assign, sublet, charge or otherwise dispose of or permit to be forfeit or permit to be assigned, sublet or charged any lease affecting all or part of the freehold or leasehold property for the time being owned by the Company or agree to do so, whether such lease under which the Company holds the freehold or leasehold property for the time being

owned by the Company or superior to or derived out of the Company's interest therein;

- (v) not agree to any alteration in any amount payable or receivable by the Company in respect of the freehold or leasehold property for the time being owned by the Company by way of rent;
- (vi) not breach or make any application under the Planning (NI) Orders 1972, 1978 and 1991 and/or the Planning (Amendment) (NI) Order 1982 or any laws or regulations intended to control or regulate the construction, demolition, alteration or change of use of land or buildings or to preserve or protect the environment or the national heritage and not carry out any other development of the Charged Property;
- (vii) not do or permit to be done on the freehold or leasehold property for the time being owned by the Company any act or thing which will or might give rise to any charge to tax which may be or become binding on any successor in title to or person deriving title under the Company;
- (viii) not make or cause or permit to be made any alteration to any freehold or leasehold property for the time being owned by the Company or carry out any development or change of use thereon;
- (ix) not negotiate, waive or settle any claim for compensation (whether payable under any enactment or otherwise) in respect of the compulsory acquisition of the freehold or leasehold property for the time being owned by the Company, loss of or damage to such property or reduction in the value of such property;
- (x) not enter into any agreement with a local authority, planning authority or other statutory authority containing any obligation or condition which is or may be or become enforceable against the Grantor (or any person deriving title under the Grantor) as a successor in title to or person deriving title under the Grantor;
- (xi) not do or permit or suffer to be done any act or thing nor make any omission whereby the freehold or leasehold property for the time being owned by the Company may become subject to any statutory charge which is or may be or become binding upon the Grantor or any successor in title to or person deriving title under the Grantor;
- (xii) not during the currency of the appointment of any receiver do anything which the receiver is entitled to do (whether under this Debenture, at common law, by statute or otherwise);

- (xiii) not call up or receive in advance of calls any of the uncalled capital for the time being of the Company; and
 - (xiv) not take any procure that its directors do not take any steps for the appointment of an administrator in respect of the Company.
- (I) not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value to the Bank of the security hereby charged;
- (j) forthwith notify the Grantor of the taking of any step by any person towards the appointment of an administrator of the Company immediately upon becoming aware of the same and delivery a copy of any application or notification in respect of such administrator to the Grantor.
- (k) forthwith notify the Grantor in writing of any notice of information received by the Company and forthwith deliver to the Grantor a copy of any notice or information which is in writing and issued or sent to the Company by any local or other authority relating to the freehold or leasehold property for the time being owned by the Company, and without delay at the cost of the Company take such action regarding any such notice or information as the Grantor shall consider expedient and any compensation received by the Company as a result of any such notice or order shall be charged to and paid to the Grantor and be applied in reduction of the monies, obligations and liabilities hereby secured;
- (l) save as otherwise agreed by the Grantor in writing comply with the following obligations with respect to insurance:-
- (i) insure and keep all the Charged Property of an insurable nature insured to its full replacement value including architects', surveyors', engineers' and all other professional fees and the costs of demolition, any debris removal and in the case of tenanted property against three years' loss of rent with insurers approved in writing by the Grantor, against loss and damage by fire, explosion, aircraft (or articles dropped from them), storm, tempest, flooding, malicious damage, subsidence and earthquake, together with such other risks as the Bank may from time to time specify, in every case unless the Company is specifically released from this obligation by the Grantor in writing either in joint names of the Company and the Grantor or (as the Grantor may require) with the interest of the Grantor noted on the policy and with the policy in any event

- containing such provisions for the protection of the Grantor as the Grantor may reasonably require;
- (ii) promptly pay all premiums and other sums payable in respect of all insurances effected under this Debenture and procedure (or if required deliver) to the Grantor on demand all or any of the policies and the receipts for the last premiums payable thereunder or provide other evidence satisfactory to the Grantor as to the terms of insurance and payment of premiums;
 - (iii) hold any monies received by the Company on any insurance of the Charged Property (whether maintained under this Debenture or not) upon trust to apply them either in replacing or repairing the property in respect of which the monies are received (any deficiency being made good by the Company) or (as the Grantor may require) in or towards discharging the monies, obligations and liabilities hereby secured;

provided that where the Charged Property is leasehold and the terms of the lease are such that the compliance with Clause 10 (1)(1)(i) and (ii) would contravene such terms, then if at all times the interest of the Grantor is noted on the policies of insurance and they give cover against such risks as the Grantor shall require and all contain in favour of the Grantor such provisions for the protection of the Grantor as the Grantor may reasonably require and insurance is to the full replacement value of the Charged Property or any building of which it forms part, the Grantor will accept in compliance with the terms of this Clause in the insurance maintained in accordance with the lease under which the Company holds the Charged Property, together with separate insurance of any part of the Charged Property not covered by insurance maintained in accordance with such lease;


- (m) keep in a good state or repair and in proper working order and renew and replace, when necessary, all buildings, structures, fixtures, plant, machinery and equipment belonging to, or used by, the Company and complete without delay and in such period as the Grantor may reasonably require and in a proper manner any buildings in the course of construction on the Charged Property and keep any landscaped areas or areas used for agriculture in a reasonably good order;
- (n) observe and perform any restrictive covenants affecting the freehold or leasehold property comprised in the Charged Property and punctually pay all rents, hire, royalties and other sums reserved by and comply with all its other obligations under any lease, hiring

agreement, license or other document under which the Charged Property is for the time being held or used and comply with all the covenants and stipulations from time to time affecting the Charged Property or the mode of use or enjoyment of the same;

- (2) If the Company for any reason fails to observe or punctually perform any of its obligations under this Debenture, the Grantor shall have power on behalf of the Company or otherwise to perform the obligation and to take any steps which the Grantor in its absolute discretion considers appropriate to remedy the failure but so that the exercise of that power or the failure to exercise it shall in no circumstances prejudice the Grantor rights under Clause 16 (Indemnity) and any costs, charges and expenses incurred by the Grantor or any receiver in so doing (in each case on the basis of a full, complete and unqualified indemnity) shall be paid to the Grantor on demand and all monies so expended and costs, charges and expenses so incurred by the Grantor shall form part of the indebtedness hereby secured.

THE FIRST SCHEDULE

Present when the Seal of Drumarg Property Services Limited was affixed hereto.


DIRECTOR

Signed, Sealed and Delivered by the said Sheelagh McCague in the presence of:-

S. McCague

Wm. Donaghy
Solicitor
Dungannon
Co. Tyrone

HAFFERTY & DONAGHY SOLICITORS
DUNGANNON