



**Registration of a Charge**

Company name: **CRUCKACLADY MOUNTAIN LIMITED**

Company number: **NI631876**

Received for Electronic Filing: **02/05/2019**



X84NLOL7

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**Details of Charge**

Date of creation: **26/04/2019**

Charge code: **NI63 1876 0004**

Persons entitled: **AIB GROUP (UK) P.L.C.**

Brief description:

**Contains fixed charge(s).**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT  
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION  
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **NEIL MCCREADIE**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: NI631876

Charge code: NI63 1876 0004

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 26th April 2019 and created by CRUCKACLADY MOUNTAIN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 2nd May 2019 .

Given at Companies House, Belfast on 2nd May 2019

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

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## **CHattel Mortgage**

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**BETWEEN:**

**AIB GROUP (UK) PLC**  
"Lender"

and

**CRUCKACLADY MOUNTAIN LIMITED**  
"Borrower"

THIS MORTGAGE is made between the Borrower named below and the Lender, AIB Group (UK) plc having its registered office at 92 Ann Street, Belfast, BT1 3HH.

Definitions 1.1 The date of this Mortgage is the 26 day of April 2019 and in this Mortgage the following expressions have the meanings respectively set out against them:-

"Borrower" means Cruckaeady Mountain Limited whose company registration number is NI631876 and whose registered office is 7 Glenmore Manor, Lisburn, County Antrim, BT27 4BZ

"Goods" means the goods, particulars of which are set out in the Schedule to this Mortgage and all books, manuals, handbooks, technical data, drawings, schedules and other documentation and any amendments to the Goods.

"Loan" means the sum or sums advanced by the Lender to the Borrower as specified in any facility letter between the Lender and the Borrower including but limited to the facility letter dated 5 April 2019 and made between the Lender and the Borrower.

"Interest" means interest on the outstanding balance of the Loan calculated in accordance with any facility letter between the Lender and the Borrower including but not limited to the facility letter dated 5 April 2019 and made between the Lender and the Borrower.

"Loan Payment Dates" means the dates determined in accordance with any facility letter between the Lender and the Borrower including but not limited to the facility letter dated 5 April 2019 and made between the Lender and the Borrower or as the Lender in its absolute discretion may otherwise determine.

"Instalments" means the repayment instalments as specified in any facility letter between the Lender and the Borrower including but not limited to the facility letter dated 5 April 2019 or the repayment instalments as the Lender in its absolute discretion may otherwise determine.

"Insurances" means all policies and contracts of insurance taken out or to be taken out in respect of the Goods, including all claims and benefits arising under them and returns of premium.

"Security Interest" means any mortgage, charge, pledge, lien or other encumbrance.

"Total Loss" means actual or constructive or compromised or agreed or arranged total loss.

"Default Events" means any of the events stated in clause 11 below.

"Working Day" means any day on which the clearing banks in the City of London are (or would be but for strike, lockout or other stoppage, affecting particular banks or banks generally) open during banking hours.

Gender and Number	1.2	In this Mortgage the masculine includes feminine and the singular includes the plural and, if the Borrower is two or more persons, that expression includes all such persons (and each of them) and their liability under this Mortgage is joint and several.
Marginal Notes	1.3	The marginal notes are for ease of reference only and do not affect the construction of this Mortgage.
Instalments	2.	The Loan and Interest are repayable by the Borrower by the Instalments to be paid on the Loan Payment Dates.
Late Payment	3.	If any of the Instalments are paid late the Borrower shall pay on demand to the Lender any cost or expense incurred by the Lender in obtaining payment together with an additional sum equivalent to interest on overdue instalments at AIB Group (UK) plc base rate plus 3% per annum on a day-to-day basis from the due date until the date of payment after as well as before judgement.
Sums Secured	4.	This Mortgage secures to the Lender repayment of the Loan, payment of Interest on the Loan and payment of all other sums due from the Borrower to the Lender under this Mortgage. If a Default Event occurs all amounts secured by this Mortgage will become immediately due and payable.
Costs	5.	Any legal or other costs, charges or expenses payable by the Borrower to the Lender under the provisions of this Mortgage are payable by the Borrower to the Lender with Value Added Tax thereon (if any). Legal costs are payable on a full indemnity basis as between Solicitor and own Client.
Non-Working Day	6.	Any amount payable to the Lender on a day which is not a Day shall be payable on the preceding Working Day.
Warranties by Borrower	7.	The Borrower warrants to the Lender that the Borrower:-
	(i)	lawfully owns the Goods and that it and the Insurances are free of any Security Interest;
	(ii)	has power by its memorandum of association and has taken all corporate action necessary to enter into this Mortgage;
	(iii)	is not subject to any prohibition or restriction of its right or ability to enter into this Mortgage: and

	(iv)	has not suffered or there have not occurred any Default Events which are unremedied
Mortgage	8.	The Borrower, as beneficial owner, hereby mortgages and charges to the Lender all its right, title and interest in the Goods as security for all sums payable by the Borrower to the Lender, as referred to in clause 4 above.
Undertakings by Borrower	9.	The Borrower:-
	(i)	will maintain, service, repair and overhaul the Goods so as to keep them in good repair and operating condition and ensure that they will be safe and without risk to health and not allow them in the opinion of the Lender to be placed in jeopardy;
	(ii)	will comply with all mandatory regulations as to maintenance, servicing, repair and overhaul of the Goods as may from time to time be specified by the manufacturers of the Goods;
	(iii)	will not sell, transfer, demise, let on hire otherwise part with possession of or move the Goods or sell, transfer or demise the land on which they are situate or create or allow to arise any Security Interest in the Goods;
	(iv)	will maintain all records, logs and other records required by the manufacturers of the Goods;
	(v)	will replace any component, part or item of the Goods where necessary provided that such replacement is of at least equivalent value and condition when compared to the original;
	(vi)	will cause any alteration to the Goods that are from time to time required by law to be made at the Borrower's expense, but will not otherwise alter the Goods;
	(vii)	will comply with any statute or regulation applicable to the Goods;
	(viii)	will notify the Lender immediately:-
		(a) on demand of the whereabouts of the Goods;
		(b) of any occurrence as a result of which the Goods are or are likely to become a Total Loss;
		(c) of the occurrence of any of the Default Events referred to in clause 11(iii) to (vii) below inclusive;
	(ix)	if required by the Lender, will allow the Lender to indicate of them its interest in the Goods;

	(x)	will permit any person authorised by the Lender at all reasonable times to inspect the Goods and permit or procure the granting of permission for such person to enter any land or premises where the Goods may be situated;
	(xi)	will pay on demand to the Lender, with interest, all its costs and expenses incurred in:-
		(a) the advance of the Loan and the acceptance and registration of this Mortgage;
		(b) the preservation of the Lender's security in the Goods;
		(c) the exercise by the Lender of any of its powers under this Mortgage and in ascertaining the whereabouts and/or safekeeping to the Goods;
		(d) any legal proceedings instituted by the Lender under this Mortgage.
Insurances	10.1	The Insurances will be effected and maintained by the Borrower at all times while any amount is secured by the Mortgage and will be endorsed with a note of the Lender's interest.
Insured	10.2	The Insurances will be all risks cover under policies, on terms subject only Risk to exclusions and/or an excess approved by the Lender and with insurers acceptable to the Lender.
Insured	10.3	The Goods will be insured for their market value as agreed by the parties Sum or, failing agreement, as determined, at the expense of the Borrower, by a valuer acceptable to the parties.
Premiums	10.4	The Borrower will pay punctually all premiums payable by the borrower in respect of the Insurances and, on request, produce receipts or other proof of payment to the Lender.
Application Insurance Proceeds	10.5	The Lender may elect to require the Borrower to apply any proceeds of the Insurances received by it in making good the loss, repairing the damage, or satisfying the liability in respect of which the claim was made or in satisfaction of any amount secured by this Mortgage and pending such election such proceeds shall be held in trust for the Lender.
Insurance Warranties	10.6	The Borrower will not use and will not allow the Goods to be used other than in conformity with the terms of the Insurances, including any express or implied warranties, without the prior written consent of the insurers and without paying any extra premium required.

Lender may Insure      10.7      If the Borrower fails to effect or maintain the Insurances, the Lender may effect such Insurances at the Borrower's expense to be reimbursed to the Lender on demand with interest.

Default11.  
Events

The following are the Default Events:-

- (i) the Borrower does not pay any sum of money within 14 working days of the due date for payment or, in the case of sums payable on demand, within 14 working days of demand;
- (ii) the Borrower fails to observe or perform any of its other obligations in this Mortgage and such failure is not remedied (if capable of remedy) within 14 working days;
- (iii) the Borrower enters into or attempts to enter into a composition or arrangement with its creditors or any of them;
- (iv) an administrative receiver is appointed of the Borrower's assets or any of them or a meeting, whether formal or informal, is called of the Borrower's creditors or any of them;
- (v) the petition for the appointment to the Borrower of an administrator is presented or the Borrower goes into liquidation, except for a voluntary liquidation for the purpose of amalgamation or reconstruction on terms previously approved by the Lender in writing;
- (vi) the levy against the Borrower of any distress of execution and not being discharged within 30 days;
- (vii) any of the warranties in clause 9 above proves to be incorrect, inaccurate or misleading in any material respect;
- (viii) the Goods are a Total Loss;
- (ix) the Lender's security is in its opinion in jeopardy;
- (x) control of the Borrower from existing ownership to any one person or institution or to a number of institutions acting in concert without the prior written consent of the Lender;
- (xi) any representation of warranty made or reaffirmed pursuant to a Facility Letter proving to have been incorrect or in any material respect;
- (xii) the Borrower defaulting on any payment of any taxes due and payable if a material amount, other than those being contested in good faith.

Lender's  
Power

12.1      On the occurrence of a Default Event the Lender may, at any time on the date of the occurrence or any subsequent date, without prejudice to any powers available to a Mortgagee by



law, do any of the following by itself or by such agents as it thinks fit and without prior notice to the Borrower:-

- (i) take possession of the Goods severing them from any land or other goods, if necessary, the Borrower reimbursing the Lender any expense incurred or damage suffered on demand with interest;
- (ii) move the Goods to a safe place;
- (iii) discharge, settle or take or defend any proceedings in respect of any claims incurred in connection with the Goods or the Insurances and collect on the Insurances and give any good receipts required;
- (iv) pending sale, insure, maintain, repair, operate or otherwise use the Goods;
- (v) sell the Goods by public auction or private sale, with or without advertisement and at such time and on such terms as the Lender may determine;

Lender Not Liable	12.2	The Lender will not be answerable for any loss occasioned by sale by it of the Goods under this Mortgage or any postponement of sale.
Lender's Receipt	12.3	On any sale of the Goods the Lender's receipt for the purchase money will effectively discharge the Purchaser. The Purchaser will not be bound to enquire whether the Lender's power of sale has arisen or is exercisable and will not be concerned as to how the proceeds of the sale are applied.
Application of Monies	12.4	<p>All monies received by the Lender in respect of:-</p> <ul style="list-style-type: none"><li>(i) sale of Goods and/or</li><li>(ii) proceeds of the Insurances which the Lender, in its sole discretion, elects not to release to the Borrower for application by it in accordance with clause 10.5 above;</li></ul>

will be applied as follows:-

FIRSTLY in payment or reimbursement to the Lender of all costs and expenses incurred by it;

SECONDLY in payment of any accrued but unpaid interest;

THIRDLY in payment or reduction of the Loan;

FOURTHLY in payment of any surplus to the Borrower.

Attorney	13.	The Borrower hereby irrevocably appoints the Lender as its attorney with full power to substitute any other person, for the Borrower and in the Borrower's name to sign, seal, deliver and otherwise effect any deed, assurance or agreement and do anything which may be required for any purpose under or in connection with this Mortgage.
Waiver	14.	The Lender's rights and powers under this Mortgage will not be prejudiced or effected by delay or omission on the Lender's Part. If the Lender on occasion expressly or impliedly waives any of its rights or powers, such waiver will not prevent the Lender from subsequently acting strictly in accordance with such rights and powers.
Further Assurance	15.	The Borrower will at its own expense sign, seal, deliver and otherwise perfect any deed, assurance or agreement and do anything the Lender may require to perfect or protect the security constituted by this Mortgage.
Notices	16.	Any notice served under this Mortgage will be sufficiently served if sent by pre-paid letter post or telex to the respective address above (or such changed address as one party may notify to the other) and proof of despatch shall be conclusive evidence of receipt by the addressee in due course of transmission.
Consolidation	17.	If the Lender has from the Borrower security over any other property of the Borrower, the Borrower may not redeem such security or the security constituted by this Mortgage alone without the prior written consent of the Lender. Section 17 of the Conveyancing and Law of Property Act 1881 (which restricts the consolidation of Mortgages) will not apply to the security constituted by this Mortgage.
Disclosure of Information	18.	The Borrower agrees that the Lender may disclose details of and relating to the transaction evidenced by this Mortgage to any Credit Reference Agency, to HP Information plc and to any Credit Broker concerned.
Discharge	19.	On receipt by the Lender of all monies secured by this Mortgage the Lender will at the request of the Borrower discharge this Mortgage.
Law	20.	This Mortgage shall be governed by the laws of Northern Ireland.

## **SCHEDULE**

### **Part 1**

All chattels owned by the Borrower located on lands held by them under a lease dated 3<sup>rd</sup> January 2014 made between James Patrick McBride (1) and Geni Limited (2) as varied by a Deed of Variation dated 8<sup>th</sup> December 2015 made between the same parties and that are known as lands at Ligford Road, Plumbridge, County Tyrone, BT79 8DW including, without prejudice to the generality of the forgoing, the wind turbine, control room and G59 panel and all equipment and plant ancillary to the operation thereof.

**Executed as a Deed by Cruckaclady Mountain Limited**

acting by:

  
\_\_\_\_\_  
Director

  
\_\_\_\_\_  
Director/Secretary

**Extracts from the Minutes of a Meeting of the Directors of Cruckaeady Mountain**

**Limited**

(Hereinafter called "the Company")

held on the                      day of                      2019

There was produced to the Meeting a Chattel Mortgage securing the repayment to AIB Group (UK) plc ("the Bank") of all indebtedness and liabilities of the Company to the Bank and creating a Chattel Mortgage in favour of the Bank over the Company's assets detailed below:-.

All chattels owned by the Company located on lands held by them under a lease dated 3<sup>rd</sup> January 2014 made between James Patrick McBride (1) and Geni Limited (2) as varied by a Deed of Variation dated 8<sup>th</sup> December 2015 made between the same parties and that are known as lands at Ligford Road, Plumbridge, County Tyrone, BT79 8DW including, without prejudice to the generality of the forgoing, the wind turbine and all equipment and plant ancillary to the operation thereof.

The Chattel Mortgage was considered and IT WAS RESOLVED that the execution of the Chattel Mortgage is in the best interests of the Company and that the same be and is hereby approved and that the Chattel Mortgage should be executed and after such execution the Chattel Mortgage should be delivered forthwith to the Bank.

Prior to the passing of the above Resolution all requirements regarding interested Directors (if applicable) were addressed and complied with in accordance with the Articles of Association of the Company and the Companies Order.

Certified to be a true copy of an extract from the minutes of the above meeting held on the                      day of                      2019

  
Secretary/Director