



Registration of a Charge

Company name: **GREENVILLE DAIRIES LTD**

Company number: **NI656431**



X85J6408

Received for Electronic Filing: **15/05/2019**

Details of Charge

Date of creation: **02/05/2019**

Charge code: **NI65 6431 0002**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **THE COMPANY'S PROPERTY BEING THE LEASEHOLD INTEREST IN LANDS COMPRISED WITHIN LAND REGISTRY FOLIO 18209 COUNTY TYRONE BEING PART OF THE LANDS COMPRISED WITHIN THE LEASE DATED 2 MAY 2019 AND MADE BETWEEN JASON MITCHELL (1) AND THE MORTGAGOR (2) FOR A TERM OF 21 YEARS BEING MORE PARTICULARLY SHOWN EDGED RED ON THE MAP ATTACHED THERETO TOGETHER WITH THE RIGHTS GRANTED IN RESPECT OF THE LANEWAY SHOWN SHADED YELLOW.**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

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

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: **SUSAN CAMPBELL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI656431

Charge code: NI65 6431 0002

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 2nd May 2019 and created by GREENVILLE DAIRIES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th May 2019 .

Given at Companies House, Belfast on 15th 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**

Certified a true copy of the original of which it purports to be a copy.

Cleaver Fulton Rankin
Dated: 18th May 2019
Cleaver Fulton Rankin Limited
Solicitors, Belfast

HSBC UK Bank plc

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

- This Deed is a Mortgage of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC UK Bank plc Mortgage Deed Conditions Northern Ireland 2018 edition).
- We, HSBC UK Bank plc, will hold this Deed as security for all your debts and/or your other liabilities present and future to the Bank as set out in this Mortgage.
- We will hold this Deed as security for the debts and/or the other liabilities to us as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.
- This means (amongst other things) that if any of your debts and/or your other liabilities are not paid when due, the Bank can take possession of the Property and other assets, sell them and put the money from the sale towards your debts and/or your other liabilities.
- If any of the debts and/or other liabilities are not paid when due, we can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that we have granted to you or grants to you in the future. They may also include any liabilities under any guarantee or indemnity that you have given, or may give in the future, to us, for example, agreements to be responsible for the debts of another customer or for liabilities incurred by us on your behalf.
- This Deed is separate from, and not limited by, any other mortgage or guarantee which may already have been given to us or which may be given in the future.
- This Deed and the Mortgage Deed Conditions contain other terms which affect you.

This Deed is an important legal document. We strongly recommend that you seek the advice of your solicitor or other legal adviser before signing this Deed.

Bank reference: SC9478457365

LAND REGISTRY OF NORTHERN IRELAND

FOLIO NUMBER(S):

COUNTY:

REGISTERED OWNER(S):

THIS INDENTURE OF LEGAL MORTGAGE (this Mortgage) dated the 2nd day of May 2019
BETWEEN

Mortgagor: Greenville Dairies Ltd Company Number: NI656431 ("you")

and HSBC UK Bank plc ("the Bank"), whose address for service is Securities Processing Centre,
PO Box 6304, Coventry CV3 9JY

WITNESSES that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the separate document called the **HSBC UK Bank plc Mortgage Deed Conditions Northern Ireland (2018 edition) ("the Conditions")** (filed at Land Registry of Northern Ireland which are incorporated in this Mortgage and of which you acknowledge receipt. The Property and other assets and the Debt are described and defined below and in the Conditions.

The Main Subject Matter of this Mortgage

1. The Property and other assets

As beneficial owner, you, and if there is more than one of you, each of you, demise, assign, grant, convey and (as appropriate) charge by way of legal mortgage to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it) all your rights, title, estate and other interests in:

(a) the Property :

(if registered land)

all the lands registered at Land Registry of Northern Ireland under the above numbered folio(s):

Legal Mortgage over the Company's property being the leasehold interest held by the Company in lands comprised within Land Registry Folio 18209 County Tyrone being part of the lands situate in the Townland of Kilstrule, Barony of Strabane Lower and County of Tyrone as comprised within the Lease dated 2nd May 2019 and made between Jason Mitchell (1) and the Mortgagor (2) for a term of 21 years and more particularly shown edged red on the map attached thereto together with the rights granted in respect of the laneway shown shaded yellow.

TO HOLD such of the same as are of leasehold tenure unto HSBC for the residue now unexpired of the term of years for which the same are held by you EXCEPT for the last ten days of any such term and TO HOLD such of the same as are of freehold tenure unto HSBC for the term of ten thousand years from the date hereof.

- (b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;
- (c) any shares or membership rights mentioned in paragraph 3 of the Condition;
- (d) any goodwill of any business from time to time carried on at the Property;
- (e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and

(f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, surrender re- convey re-assign or transfer back the Assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to you.

2. The Debt which is secured on the Property and other assets

The Debt is all money and liabilities whatever, whenever and however incurred whether now or in the future due, or becoming due, from you to the Bank ("the Debt")

This includes, but is not limited to;

- (a) overdrafts, personal and other loans or facilities and further advances of money;
- (b) guarantees and indemnities to the Bank and any of your other contingent liabilities;
- (c) discount, commission and other lawful charges and expenses;
- (d) interest in accordance with any agreement between you and the Bank and, if there is no agreement, interest of any money and liabilities due from you at an annual rate of 3% above the Bank of England base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement;
- (e) money agreed to be paid by you under paragraph 25 of the Conditions.

The Debt is not any money and liabilities arising under a regulated consumer agreement as defined under section 189 of the Consumer Credit Act 1974, unless agreed between you and the Bank.

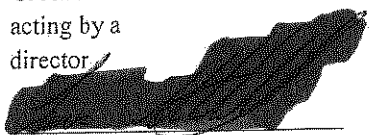
3. Inhibition (if registered land)

You, and if there is more than one of you, each of you, apply to the Registrar of Titles to enter the following inhibition against the above mentioned folio;

"Except under an Order of the Registrar no disposition by the registered owner of the land is to be registered or noted without the consent of the registered owner of the Legal Mortgage dated in favour of the HSBC UK Bank plc referred to in Part 3 of the Register".

IMPORTANT - PLEASE READ THE NOTES OVERLEAF BEFORE SIGNING THIS MORTGAGE

IN WITNESS of the above, this Deed which is intended to take effect as a deed, has been executed by the Chargor and is now delivered on the date mentioned above.

Executed as a Deed by)
Greenville Dairies Ltd)
acting by a)
director)
)
Director
name of director


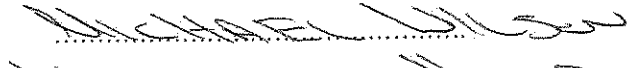
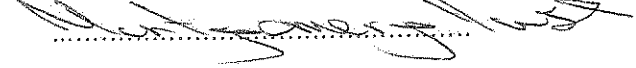
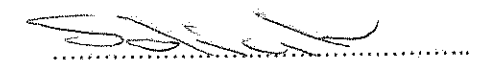
in the presence of:

Signature of witness:

Print full name:

Address:

Occupation

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OR

Executed as a Deed by)
Greenville Dairies Ltd)
acting by)
two directors or a director and the)
secretary)

(name of director)

Director

(name of director/secretary)

Director/Secretary

For and on behalf of HSBC UK Bank plc

