

# MR01

## Particulars of a charge

058924/23



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is be payable with this form  
Please see 'How to pay' on the last page.

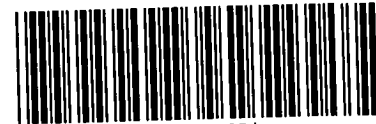
☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

☒ **What this form is for**  
You may not use this form to  
register a charge created or evidenced by  
an instrument. Use form MR02.

please  
: house

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

WEDNESDAY



\*AB9MLAOR\*

A24

03/08/2022

#36

COMPANIES HOUSE



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 0 1 4 5 0 0 8 9

Company name in full Xafinity Pension Trustees 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 9 m 0 m 7 y 2 y 0 y 2 y 2

### 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 Damien Curran

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

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## 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 of the premises comprised in Folios AN163841 and AN162213L both County Antrim.

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.

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## 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

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## 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

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## 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

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Trustee statement<sup>1</sup>

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.

☐

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

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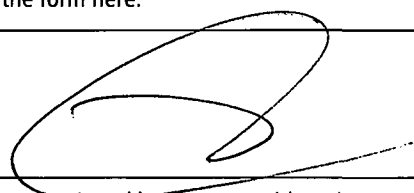
## Signature

Please sign the form here.

Signature

Signature

X



X

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

# MRO1

## 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  
Damian Collins

Company name  
McCartan Turkington Breen

Address  
Northern Court

16-18 Gloucester Street

Post town  
Belfast

County/Region  
Co. Antrim

Postcode  
B T 1 4 L S

Country  
N. Ireland

DX  
408 NR BELFAST

Telephone  
028 9055 7494



### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)**

We certify this to be a true copy of  
the original

*McCARTHA TUNKINGTON BREEN*  
**McCARTHA TUNKINGTON BREEN**  
SOLICITORS  
NORTHERN COURT  
16-18 GLOUCESTER STREET  
BELFAST BT1 4LS

LAND REGISTRY

COUNTY ANTRIM

REGISTERED OWNER: XAFINITY PENSION TRUSTEES LIMITED

This Indenture made the *29<sup>th</sup>* day of *July* 2022  
BETWEEN XAFINITY PENSION TRUSTEES LIMITED (as trustees of the  
XPS SIPP re Damien Curran 103063-1) having its registered office at Phoenix  
House, 1 Station Hill, Reading, RG1 1NB (hereinafter called "the Mortgagor") of  
the one part and DAMIEN CURRAN of 6 Jordanstown Mews, Newtownabbey,  
BT37 0LR (hereinafter called "the Lender") of the other part.

WHEREAS:—

- (a) The Mortgagor has already been granted or may hereafter be granted accommodation from time to time by the Lender in some one or other of the modes in which the Lender accommodates or grants facilities and/or is now or may hereafter become indebted to the Lender by other means.
- (b) The Mortgagor is now seized and possessed of or otherwise entitled to the hereditaments and premises described in the Schedule hereto (hereinafter referred to as "the Mortgaged Premises").
- (c) It has been agreed between the parties hereto that all monies now owing or which shall hereafter become owing on a general balance of account or otherwise from the Mortgagor to the Lender with interest, costs and charges shall be secured in the manner and upon the terms hereinafter appearing.

NOW THIS INDENTURE made in pursuance of the said agreement and in consideration of the premises WITNESSETH and it is hereby AGREED AND DECLARED by and between the parties hereto as follows:—

1. The Mortgagor shall on demand pay to the Lender the balance which now is or shall for the time being be or become due or owing by the Mortgagor

to the Lender on any account or accounts or in any manner whether for or on foot of bills of exchange, promissory notes, loans, credits, advances, leasing, guarantees, indemnities, interest, commission, discount, Lender charges (including legal charges occasioned by or incidental to this or any other security held by or offered to the Lender or by or to the enforcement of any such security) or otherwise howsoever and whether the Mortgagor shall be liable therefor alone or jointly with any other person or persons as principal or surety together with interest as hereinafter provided.

2. The demand herein referred to shall mean a demand for payment of the monies hereby secured made by the Lender or on behalf of the Lender by any Agent or Solicitor, Secretary, Agent, Manager, or other Officer of the Lender upon the Mortgagor by notice in writing, and such demand in case of monies due and owing on current account may be made at any time and in other cases may be made when or at any time after the Lender becomes entitled to call for payments of the monies and separate demands in respect of separate accounts at different times. Such demand shall be deemed to be made when such notice is delivered or sent by prepaid post to the Mortgagor at the last known address of the Mortgagor and, if posted by prepaid post, such demand shall be deemed to be made at the time at which it would have been delivered in the ordinary course of post.

3. The moneys hereby secured shall unless otherwise specified in this Mortgage or agreed between the parties hereto in writing bear interest (as well after as before any demand made or judgment obtained hereunder) calculated at the rate and in the manner for the time being applicable to the relative account or accounts of the Lender at which the account or accounts according to the terms of a facility agreement between the Lender and the Mortgagor and which is dated 31<sup>st</sup> May 2022.

4. The Mortgagor (a) as Beneficial Owner hereby demises unto the Lender the Mortgaged Premises TO HOLD such of the same as are of freehold tenure unto the Lender for the term of 1,000 years from the date hereof and TO HOLD

such of the same as are of leasehold tenure unto the Lender for the residue of the respective terms of years for which the Mortgagor now holds the same respectively (less that last day of each of such terms) subject as to all the Mortgaged Premises to the proviso for redemption hereinafter contained;

(b) As registered owner or the person entitled to become registered as owner charges in favour of the Lender so much of the lands described in the Schedule as are registered or are registered in the Land Registry by virtue of the statutes in that behalf or otherwise and hereby assents to the registration of the charge hereby created as a burden affecting such land.

5. PROVIDED ALWAYS that if the Mortgagor shall pay to the Lender all sums which shall be due or owing by the Mortgagor to the Lender pursuant to the covenant hereinbefore contained (whether the same shall then be immediately payable or not) then the Lender will at any time thereafter upon the request and at the cost of the Mortgagor surrender, reconvey or reassign the Mortgaged Premises unto the Mortgagor or as the Mortgagor shall direct.

6. The Lender shall have the power of sale and all other powers conferred by the Conveyancing Act, 1881 (hereinafter called "the Act") upon Mortgagees with and subject to the following modifications:—

- (a) the monies hereby secured shall be deemed to have become due within the meaning of the Act and for all the purposes thereof when a demand for payment of any part thereof shall have been made in manner aforesaid;
- (b) the said power of sale shall be exercisable without the restrictions on its exercise imposed by Section 20 of the Act; and
- (c) the power to appoint a receiver of rents and profits of Charged Premises shall be exercisable without the restrictions on its exercise imposed by Section 24 of the Act.

7. After any sale made under the aforesaid powers the Mortgagor shall stand possessed of the Mortgaged Premises sold in the case of freeholds for all the estate and interest of the Mortgagor therein in reversion expectant upon the determination of the term of years hereby created and in the case of leaseholds for the last day of the term for which the same are then held IN TRUST for the Purchaser, his heirs, executors, administrators and assigns and to be assigned and disposed of as he or they may direct AND the Mortgagor doth hereby irrevocably appoint the Secretary for the time being of the Lender to be the Attorney of the Mortgagor in the name and on behalf of the Mortgagor to convey and assign the said freehold or leasehold reversion to the Purchaser, his heirs, executors, administrators and assigns or as he or they shall direct.

8. 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 the same shall not be payable until a future time or shall be taken without the consent or against the prohibition of the Mortgagor in respect of monies for which the Mortgagor is or shall be liable as a surety only AND notwithstanding anything herein contained it shall be lawful for the Lender at any time or times hereafter to sue for and compel payment of all simple contract debts, bills of exchange, promissory notes or other securities for monies on which the Mortgagor shall be liable as well from the Mortgagor as from all and every other party liable on such debts, bills, notes or other securities in such manner and by such proceedings and at such times as the Lender shall think fit PROVIDED ALWAYS that no simple contract shall be deemed or taken to have merged in these presents and that in any action by the Lender upon any simple contract the defence that such simple contract was merged in these presents shall not be available.

9. 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 Mortgaged Premises or any part thereof.

10. (a) So long as any money shall remain due or owing on the security hereof the Mortgagor shall keep the buildings for the time being comprised in the Mortgaged Premises in good and substantial repair and will keep the same insured against loss or damage by fire, aircraft, explosion, flood or other usual risks in the full value thereof and in the joint names of the Mortgagor and the Lender in some Insurance office to be approved by the Lender and will duly pay all premiums and other sums of money payable in respect of all such insurances and will if required produce to the Lender the policy or policies of such Insurance and the receipt for every such payment within 14 days of the same becoming due and if the Mortgagor shall fail to perform any of the obligations under this Clause the Lender may thereupon repair or insure the said buildings or any of them as it may deem fit and the Mortgagor shall on demand repay to the Lender any sum of monies expended by it for such purpose with interest at the appropriate rate as if such monies had been advanced by the Lender to the Mortgagor by way of overdraft from the time of the same having been expended and until such payment the sum shall be charged on the Mortgaged Premises and the receipt of the Lender for any monies which may become payable under or by virtue of such policy of insurance shall effectually discharge the Insurance Company and all persons paying such monies from the same.

(b) So long as any monies shall remain due and owing on the security hereof, the Mortgagor shall observe and perform any restrictive covenants affecting the Mortgaged Premises and the covenants and provisions binding upon the Mortgagor under the lease or leases under which the Mortgaged Premises are held and duly and punctually to pay all rates, taxes, rents, rent charges, outgoings and impositions payable in respect of the Mortgaged Premises and to keep the Lender indemnified against the same.

11. The Lender may at any time hereafter without any further consent on the part of the Mortgagor enter into possession or into receipt of the rents and profits of the Mortgaged Premises or put and keep every building comprised in the Mortgaged Premises in good and tenantable repair and condition without becoming liable as mortgagee in possession and may whether the Lender shall or shall not have entered into such possession or receipt of the rents and profits appoint at the sole risk and cost of the Mortgagor a person to collect and receive



such rents and profits for the use and benefit of the Lender at such commission as the Lender shall think fit and any such person shall have power in the name of the Mortgagor to give notice to quit and bring and take actions or proceedings for ejectment or recovery of possession of the Mortgaged Premises on the expiration or determination or forfeiture of any tenancy or otherwise and to let or re-let the Mortgaged Premises from time to time to such person or persons as he shall think fit for such term of years as he thinks right or on yearly, monthly or weekly tenancies at the best rents which may be reasonably obtainable, and so that the statutory provisions respecting the appointment of receivers over property in mortgage and the powers and duties of such receivers or otherwise in relation thereto shall apply to this security except so far as the same are hereby extended or varied and subject to the provisions herein contained AND also may absolutely sell or dispose of the Mortgaged Premises at such time and in such manner and subject to such conditions as the Lender in its discretion may deem expedient and may buy in or rescind or vary any contract for sale and re-sell.

AND that any such person appointed as aforesaid to collect and receive such rents and profits shall out of the monies received by him in addition to the payments authorised by statute in that behalf repay the monies hereby secured and all other monies for the time being owing under this security to the Lender and pay any surplus to the Mortgagor.

PROVIDED ALWAYS that the Lender shall not exercise the power of entering into possession or receipt of rents and profits or of appointing a receiver or of sale hereinbefore contained unless and until default in payment on demand shall have been made in respect of the monies hereby secured or default shall have been made in the observance or performance of the covenants herein contained or any of them (other than the covenant for payment of the principal money and interest) or in case the Mortgagor shall during the continuance of this security become a bankrupt or have compounded with creditors or have executed a Deed of Assignment for creditors or (being a company) shall have gone into liquidation whether compulsorily or voluntarily or have left Northern Ireland in debt or upon the death of the Mortgagor or if any building on the Mortgaged Premises shall be pulled down, removed or injured so as to materially depreciate the value of the security or if the Mortgagor shall have assigned, let or parted with possession of the Mortgaged Premises without the written consent of the Lender but no entry into possession receipt of rents and profits appointment of a

receiver or sale which may be made in the exercise or intended exercise of any of the powers aforesaid shall be impeachable by reason of any breach of the provisions lastly hereinbefore contained or any irregularity or impropriety and no Purchaser from or other person dealing with the Lender shall be concerned to enquire whether the security is subsisting or into the right of the Lender to exercise any of the powers hereby or by law vested in the Bank.

**12. The Mortgagor at all times during the continuance of the security:—**

- (a) shall and will use the Mortgaged Premises only for the purpose or purposes for the time being authorised as the permitted use or user thereof under or by virtue of the Planning Acts (as hereinafter defined);**
- (b) shall and will not carry out any development within the meaning of the Planning Acts in or upon the Mortgaged Premises or any part thereof without first obtaining such permission as may be required under or by virtue of the Planning Acts;**
- (c) shall and will within seven days after the receipt of any notice or proposal for a notice or order or proposal for an order given issued or made to the Mortgagor by a Planning Authority under or by virtue of the Planning Acts in respect of the Mortgaged Premises give full particulars thereof to the Lender and if so required by the Lender produce the same to the Lender and also without delay will take all reasonable or necessary steps to comply with such notice or order and also will at the request of the Lender make or join with the Lender in making such applications or representations against or in respect of any proposal for such notice or order as the Lender may deem expedient.**
- (d) shall and will in the event of a notice being served affecting the Mortgaged Premises or any part thereof or in the event of any proceedings being commenced affecting the same in a matter of material importance immediately give full particulars thereof to the Lender ;**
- (e) shall and will not create a second or subsequent Mortgage of the Mortgaged Premises without the prior consent in writing of the Lender;**

**(f) shall and will not assign or transfer or part with his nominal reversion in any lease or leases under which the Mortgaged Premises is held;**

**(g) shall and will forthwith lodge the documents of title to the enlarged interest in the Mortgaged Premises with the Lender and agree that such enlarged interest shall be subject to this security.**

**13. The Mortgagor so far as he has power to do so as Beneficial Owner hereby assigns unto the Lender the benefit of**

**(a) any covenant agreement or undertaking for road making or for the payment of road charges or drainage expenses or the like in respect of the Mortgaged Premises and any indemnity against payment of such charges or expenses;**

**(b) any other covenant agreement undertaking charge right remedy or indemnity in relation to the Mortgaged Premises and any rent payable thereout or charge thereon;**

**(c) all rights of the Mortgagor to be paid or receive compensation under any Statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to the Mortgaged Premises or any refusal withdrawal or modification of planning permission or approval relative thereto or any control or limitation imposed upon or affecting the use of the Mortgaged Premises and so that the production of these presents to the authority or person liable to pay such compensation shall be a sufficient authority to it or him to pay all such monies to the Lender.**

**14. No lease made by the Mortgagor of the Mortgaged Premises or any part thereof during the continuance of this security shall have effect by force or virtue of Section 18 of the Conveyancing Act, 1881 unless the Lender shall consent thereto in writing and the restriction on the right of consolidating mortgage securities which is contained in Section 17 of the Act shall not apply to this security.**

**15. Unless otherwise agreed between the parties in writing the Lender shall not**

be required to make or continue advances or grant any other accommodation to the Mortgagor on the account or accounts or by way of general banking facilities otherwise than at the Lender's discretion. The Lender will always be at liberty to stop making any advances and granting any other accommodation at any time without previous notice and without assigning any reason.

16. The waiver by the Lender of any breach of any term of this Mortgage shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

17. In these presents where the context so admits, the expression the "Mortgagor" and "the Lender" shall include the persons for the time being deriving title under them respectively; where the expression "the Mortgagor" refers to two or more persons, these presents shall be construed as if it were in the plural *mutatis mutandis* and the covenants and agreements on the part of the Mortgagor shall have effect as if they were joint and several covenants and agreements by such persons; "Mortgaged Premises" means all or any portion of the Mortgaged Premises: words importing the masculine gender shall include females; and the expression "Planning Acts" shall mean the Planning Acts (NI.) 1931 and 1944 and the Planning (Northern Ireland) Orders 1972, 1978 and 1991 or any enactments amending or extending the same and all Regulations made or taking effect as if made thereunder as from time to time amended by subsequent legislation and regulations.

18. It is hereby agreed by the parties hereto that the liability of Xafinity Pension Trustees Limited shall not exceed the net value of the assets within its control in the XPS SIPP re Damien Curran 103063-1 and that save for that the Lender shall not have any claims whatsoever against Xafinity Pension Trustees Limited.

IN WITNESS whereof the Mortgagor has hereunto set his hand and affixed his Seal and the Lender has caused its Common Seal to be hereunto affixed the day and year first herein WRITTEN.

#### SCHEDULE

ALL of the premises comprised in Folios AN163841 and AN162213L both County Antrim.

Executed as a Deed by Xafinity  
Pension Trustees Limited  
acting by two attorneys

.....  
.....

.....  
.....

under a Power of Attorney  
dated 16/12/2021

in the presence of:

.....  
KIERAN RODGERS  
SCOTIA HOUSE, CASTLE BUSINESS PARK  
.....  
STIRLING, FKA 4TZ

CLARE SEEDMAN  
CLAIRE SEEDMAN

# RECEIPT

**DAMIEN CURRAN hereby acknowledges receipt of all moneys secured by the within deed.**

**Dated this                      day of                      20**

**Executed as a Deed by the said  
Damien Curran  
in the presence of:**

**Witness 1:**

**Name:**

**Occupation:****Address:**

**Witness 2:**

Name:

**Occupation:**

**Address:**



**FILE COPY**

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

Company number: 1450089

Charge code: 0145 008 9 0394

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th July 2022 and created by XAFINITY PENSION TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd August 2022 .

Given at Companies House, Cardiff on 9th August 2022



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**