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COMPANIES FORM NO. 402

Particulars of a mortgage or charge

402

Please do not
write in
this marginPlease complete
legibly, preferably
in black type, or
bold block lettering*Insert full name
of company

Pursuant to Article 402(1) of the Companies (Northern Ireland) Order 1986

To the Registrar of Companies

For official use

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Company number

NI005557

Name of company

* Casa Holdings Limited (the "Company")

Charge 40

Date of creation of the charge

18 January 2006

Description of the instrument (if any) creating or evidencing the charge (note 2)

Mortgage and Charge (the "Mortgage and Charge") dated 18th January 2006 and made between the Company and the Bank (as defined below)

Amount secured by the mortgage or charge

See continuation sheet – Appendix 1
A list of defined terms used in the Form 402 is set out in Appendix 3

Names and addresses of the mortgagees or persons entitled to the charge

AIB Group (UK) p.l.c.

4 Queen's Square

Belfast (the "Bank")

Postcode

BT1 3DJ

Presentor's name and address and
reference (if any):

Our Ref: KR/AB/C475/11

ARTHUR COX

Victoria House
Gloucester Street
Belfast
BT1 4LS

Time critical reference

For official Use
Mortgage Section

Post room

THURSDAY

JN1 *J5E4FKA8* 25/08/2016 #7
COMPANIES HOUSE

See Continuation Sheet – Appendix 2

Particulars as to commission allowance or discount (note 3)

NIL

Signed

Adrian Cox

Date

25.08.16

On behalf of ~~[company]~~ [mortgagee/chargee]†

Notes

†delete as appropriate

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (Article 402). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (Article 405). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (Article 405) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where Article 405(4) applies (property situate in Great Britain) and Form No. 405 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal Charge", etc, as the case may be, should be given.
- 3 In this Box there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
 - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
 - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Appendix 1

Amount Secured by the Mortgage or Charge

All sums of money which have been or at the date of the Mortgage and Charge or may thereafter at any time or from time to time be advanced to the Company by the Bank; all other indebtedness and/or liabilities whatsoever of the Company to the Bank present, future, actual and/or contingent and whether on any banking or other account or otherwise in any manner whatsoever including such indebtedness and/or liabilities due under the terms thereof (whether alone or jointly or severally with any person and in whatever style, name or form and whether as principal or surety): (on a full indemnity basis) all costs and expenses incurred by the Bank and/or any Receiver (including any Receiver's remuneration) in relation to the Mortgage and Charge and/or any such advances indebtedness and/or liabilities on a full indemnity basis (such costs, charges, and expenses should for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of the Mortgage and Charge and the recovery of the liabilities secured by it); the amount of any acceptance or other credits and any cheques, notes or bills from time to time given or assumed by the Bank and all commission, discount and banking charges; and interest and charges upon or relating to all such advances, indebtedness, liabilities, unpaid interest, costs and expenses, acceptance credits, cheques, notes, bills, commission, discount and banking charges until demand at the Agreed Rate of Interest or in default of any Agreed Rate of Interest, at the Specified Rate of Interest and from and after demand until full discharge (as well after as before judgment) at the Specified Rate of Interest or the Agreed Rate of Interest (whichever is the higher) and such interest should be compounded quarterly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest.

Appendix 2

Short Particulars of All the Property Mortgaged or Charged

- a) By way of mortgage so much of the hereditaments and premises described or referred to in the below Schedule as are unregistered land TO HOLD as to so much thereof as are freehold unto the Bank for the term of ten thousand years from the date of the Mortgage and Charge without impeachment of waste and as to so much thereof as are leasehold unto the Bank for the residue or residues of the term or respective terms of years for which the same are held less the last three days of such term or of each of such terms without impeachment of waste and
- b) By way of charge so much of the lands described or referred to in the below Schedule as are registered or are required to be registered in the Land Registry by virtue of the statutes in that behalf or otherwise and assented to the registration of the charge thereby created as a burden affecting such lands
- c) By way of specific charge the Goodwill; and
- d) By way of floating security all moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Company at the date of the Mortgage and Charge and from time to time placed on or used in or about the Mortgaged Property (which expression shall where the context so admits include all such items).

The Company covenants with the Bank not to create or permit to subsist any mortgage, charge or other encumbrance in favour of any other party or affecting the Mortgaged Property or any part or parts thereof without the prior written consent of the Bank.

Mortgage and Charge also contains the following covenants:

1. The Company will not commence, undertake or carry out (nor allow to be commenced, undertaken or carried out) any development within the meaning of the Planning Orders on the Mortgaged Property or any part thereof without the relevant or necessary planning permission prescribed in the Planning Orders having been first obtained.
2. The Company will not sell, transfer, assign, lease, share or part possession with, declare a trust of, grant any right or rights over or otherwise dispose of the Mortgaged Property without the prior consent of the Bank.
3. The Company shall not vary, alter, amend the terms of any lease, licence or any other deed or document of whatever sort which affects the Mortgaged Property (whether superior or inferior to the interest of the Company) without the prior consent of the Bank.
4. The Company shall not grant or give any licence or consent to assign transfer sublet or otherwise dispose of any lease of the Mortgaged Property or any part thereof without the written consent of the Bank.
5. The Company shall not change the use or uses to which the Mortgaged Property is put at the date of the Mortgage and Charge nor to apply for any consent or authorisation which is required in connection with such change of use without the Bank's prior consent.

THE SCHEDULE

The Mortgaged Property

All that leasehold property known as No. 38 King Street, Belfast as the same is more particularly described in a Lease dated 24th June 1952 and made between (1) James Malachy Rogan and (2) Violet Maguire,

Appendix 3

Definitions

“Agreed Rate of Interest” means the most recent rate of interest from time to time agreed between the Bank and the Company;

“Mortgaged Property” means the property mortgaged/charged to the Bank pursuant to Clause 3(1)(a) and/or Clause 3(1)(b) of the Mortgage and Charge and as detailed in the above Schedule;

“Planning Orders” means the Planning (Northern Ireland) Orders 1972 and 1991;

“Receiver” means a receiver appointed by the Bank pursuant to the Mortgage and Charge;

“Secured Obligations” means the moneys due, owing or incurred by and other liabilities of the Company to the Bank the payment and discharge of which are the subject of covenants, undertakings and agreements contained in the Mortgage and Charge;

“Specified Rate of Interest” means a rate calculated on a daily basis five per cent (5%) per annum above the Bank’s Base Rate from time to time.



**FILE COPY
NI5557**

**CERTIFICATE OF THE REGISTRATION
OF A MORTGAGE OR CHARGE**

**Pursuant to section 409(3) of the Companies (Northern Ireland)
Order 1986**

I HEREBY CERTIFY THAT A MORTGAGE AND CHARGE DATED THE 18 JANUARY 2006 AND CREATED BY CASA HOLDINGS LIMITED FOR SECURING ALL MONEYS NOW DUE, OR HEREAFTER TO BECOME DUE, OR FROM TIME ACCRUING DUE FROM THE COMPANY TO AIB GROUP (UK) P.L.C. ON ANY ACCOUNT WHATSOEVER, WAS THIS DAY REGISTERED PURSUANT TO PART XIII OF THE COMPANIES (NORTHERN IRELAND) ORDER 1986 ON THE 25/08/2016.

GIVEN UNDER MY HAND AT BELFAST, THIS THE 13
SEPTEMBER 2016

FOR THE REGISTRAR OF
COMPANIES HOUSE NORTHERN IRELAND



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES



IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION (COMPANIES)

BEFORE MASTER KELLY

on THURSDAY THE 11TH DAY OF AUGUST 2016

IN THE MATTER OF CASA HOLDINGS LIMITED
AND IN THE MATTER OF THE COMPANIES (NORTHERN IRELAND) ORDER 1986

UPON THE APPLICATION by Originating Summons dated 10 August 2016 by the Applicant, Clipper Holdings II S.a.r.l., whose registered office is situate at 11, Boulevard De La Foire, L-1528, Luxembourg,

AND UPON HEARING Arthur Cox N I Solicitors for the Applicant,

AND UPON READING the said Originating Summons and the other documents on the Court file recorded as having been read,

AND UPON THE APPLICANT by their Solicitors giving the undertaking set out in the schedule to this order,

AND THE COURT being satisfied that the omission to deliver to the Registrar of Companies pursuant to Article 412 of the Companies (Northern Ireland) Order 1986 ("the Order") the charge mentioned together with the prescribed particulars thereof was due to inadvertence and that it is just and equitable to grant relief pursuant to article 412 of the Order,

IT IS ORDERED as follows:

- (1) that the time for delivering to the Registrar of Companies for registration of charge dated 18 January 2006 over lands and premises known as 38 King Street, Belfast, together with the prescribed particulars thereof be and the same is hereby extended to 1 September 2016;
- (2) that the applicant do deliver an office copy of this order to the Registrar of Companies;
- (3) that the registrar of companies shall not issue a conclusive certificate of registration in respect of the mortgage/charge until such time as the Registrar of Companies is satisfied that (1) no winding up or administration has commenced at the expiry of 28 days from the date of this order or (2) if a winding up or administration has commenced within 28 days from the date of this order no application has been made to vary or discharge this order by a liquidator or administrator within 56 days from the date of this order;
- (4) that this order is to be without prejudice to the rights of parties acquired during the period between the date of creation of the said charge and the date of its actual registration

- (5) that the Company or any unsecured creditor of the Company be at liberty to apply to discharge this order within 28 days after:
- (i) the commencement of the voluntary winding up of the Company becoming effective on or before 1 September 2016, or,
 - (ii) any order made for the winding up of the Company on any petition presented on or before 1 September 2016.

SCHEDULE

The Applicant by their solicitor hereby undertakes that in the case of a resolution for the winding up of Casa Holdings Limited ("the Company") becoming effective on or before 1 September 2016 or a petition for the winding up of the Company being presented on or before 1 September 2016 on which for the winding up shall be made and in case the Company by its liquidator or any unsecured creditor of the Company shall within 28 days after the commencement of such voluntary winding up or the date of such order (whichever shall be the later) apply to this Court to discharge this order, then the Applicant will submit to the jurisdiction of this Court and will abide by any order that this Court may make (in the case of the discharge of the present order) for rectification of the register of charges of the Company kept by the Registrar of Companies by the removal thereof of any registration effected by this present order.

William Ferris
Proper Officer

Filed Date 12 August 2016