



**Registration of a Charge**

Company name: **AH DEVELOPMENTS LTD**

Company number: **NI042984**



X5YB6Y1K

Received for Electronic Filing: **17/01/2017**

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**Details of Charge**

Date of creation: **17/01/2017**

Charge code: **NI04 2984 0011**

Persons entitled: **HSBC BANK PLC**

Brief description: **ALL THAT AND THOSE THE LANDS AND PREMISES SITUATE AT AND KNOWN AS 16 BUSH ROAD, DUNGANNON, AS COMPRISED IN FOLIO TY6542 COUNTY TYRONE**

**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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **A&L GOODBODY**



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

Company number: NI42984

Charge code: NI04 2984 0011

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 17th January 2017 and created by AH DEVELOPMENTS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th January 2017 .

Given at Companies House, Belfast on 17th January 2017

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**

Checker's Initial

Bank reference: SC1538672057

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Dated this 14<sup>th</sup> day of January 2017

A & L Goodbody

A&L Goodbody Northern Ireland  
6th Floor, 42-46 Fountain Street, Belfast, BT1 5EF

**HSBC Bank plc**

## LEGAL MORTGAGE

### IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Charge of the Property and other assets described overleaf on the terms set out in the separate document called the HSBC Bank plc Mortgage Deed Conditions Northern Ireland (2001 edition). You should sign this Charge in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank official.

- HSBC Bank will hold this Charge as security for the debts and/or the other liabilities to HSBC Bank 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.
- If any of the debts and/or the other liabilities are not paid when due, HSBC Bank can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debt may include overdrafts, loans or money due under any other facilities that HSBC Bank has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally, HSBC Bank will not inform you of existing or future debts or liabilities of the Borrower.
- The debts may also include any liabilities under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC Bank, for example agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC Bank on the Borrower's behalf.
- If there is more than one person named as Borrower, this Charge will be held as security for the debts which all or any of them owe as well as for the debts which all or any of them owe with any other person.
- This charge is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank or which may be given in the future.
- This Charge and the Mortgage Deed Conditions contain other terms which affect you.

This Charge is an important legal document. HSBC Bank strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Charge.

Bank reference:

LAND REGISTRY OF NORTHERN IRELAND

FOLIO NUMBER(S): TY6542 COUNTY: TYRONE

REGISTERED OWNER(S): AH DEVELOPMENTS LTD

THIS DEED OF CHARGE is made the  
BETWEEN

17

day of

January 2017

Chargor:

AH DEVELOPMENTS LTD Company Number NI042984 whose registered office address is at  
146 Pomeroy Road, Dungannon, Co Tyrone, BT70 2TY

("you"):

and HSBC Bank plc ("the Bank") whose address for service for entry on the register is: Securities Processing Centre  
P O Box 6304, Coventry CV3 9JY

to secure the Debt of  
Borrower:

Hayes Fuel ("the Borrower") a Company registered in Northern Ireland with Company No.  
NI627263 and whose address for service for entry on the register is Hayes Fuel, 146 Pomeroy Road  
Donaghmore, Dungannon, Tyrone, BT70 2DZ

("Borrower", which shall additionally have the meaning set out in paragraph 2 of the  
Conditions)

WITNESSES that this Charge 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 Bank plc Mortgage Deed Conditions Northern Ireland (2001  
edition)** ("the Conditions") 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**

- 1.1 As beneficial owner, you, and if there is more than one of you, each of you, charge to the Bank as  
continuing security for the payment and discharge of the Debt (and each and every part of it) each of the  
properties referred to in the schedule ("the Property").
- 1.2 As beneficial owner, you, and if there is more than one of you, each of you, charge by way of legal  
mortgage and (as appropriate) assign and transfer, to the Bank as continuing security for the payment and  
discharge of the Debt (and each and every part of it):
  - (a) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and  
warranties relating to the Property;
  - (b) any shares or membership rights mentioned in paragraph 3 of the Condition;
  - (c) any goodwill of any business from time to time carried on at the Property;
  - (d) any rental and other money payable under any lease, licence, or other interest created in respect of  
the Property; and
  - (e) any other payment whatever in respect of the Property, for example, payments from any insurance  
policy or any compensation money.

The Bank agrees to release, surrender, reconvey, re-assign or transfer back the above assets when the Debt has  
been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodations  
or other facility to the Borrower.

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

The Debt ("the Debt") is:

- (a) all money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent and whether now or in the future due, or becoming due, from the Borrower to the Bank

This includes but is not limited to (whether as originally given or subsequently varied, extended or increased in any way):

- (i) overdrafts, personal and other loans or facilities and further advances of money;
- (ii) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities;
- (iii) discount, commission and other lawful charges and expenses;
- (iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any money and liabilities due from the Borrower at an annual rate of 3% above the Bank's 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.

- (b) money agreed to be paid by you under paragraph 25 of the Conditions.

- (c) any amount due under the indemnity in paragraph 34 of the Conditions.

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Borrower and the Bank.

3. **Inhibition**

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 title mentioned above.

"Except under an order of the Registrar no disposition by the proprietor of the land is to be registered or noted without the consent of the owner of the charge dated 17 January 2017 in favour of HSBC Bank plc referred to in the Charge Register"

**The First Schedule Referred to Above**

**Registered Title**

All the property(ies) comprised in the undermentioned title(s) at the Land Registry of Northern Ireland referred to below:

Folio Number	County	Short Description of the Property
TY6542	Tyrone	16 Bush Road, Dungannon

**IMPORTANT - PLEASE READ THE NOTES ON THE COVER BEFORE SIGNING  
THIS CHARGE**

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.

Signed as a deed by the Mortgagor acting by:

Signature  Director

Name in full ALASTAIR HAYES  
(block letters)

Signature  Director / Secretary

Name in full WILLIAM HAYES  
(block letters)

The common seal of the  
Mortgagor was hereunto affixed  
In the presence of:

Director \_\_\_\_\_

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

For and on behalf of HSBC Bank plc

\_\_\_\_\_

Signed sealed and delivered  
by the said:  
in the presence of:

Signature of witness \_\_\_\_\_

Full name of witness \_\_\_\_\_  
(Block letters)

Address

Occupation

Signed sealed and delivered  
by the said:  
in the presence of:

Signature of witness \_\_\_\_\_

Full name of witness \_\_\_\_\_  
(Block letters)

Address

Occupation

Signed sealed and delivered  
by the said:  
in the presence of:

Signature of witness \_\_\_\_\_

Full name of witness \_\_\_\_\_  
(Block letters)

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