

# MR01

## Particulars of a charge



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

**You can use the WebFiling service to file this form online.**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

✗ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
instrument. Use form MR08.

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

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.

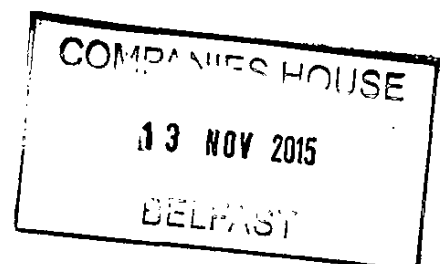
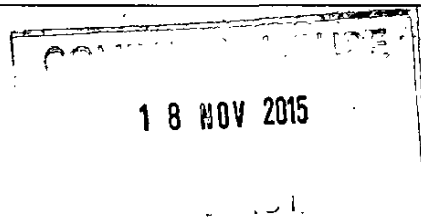


JNI \*J4KFFYAO\* 18/11/2015 #13  
COMPANIES HOUSE  
JNI \*J4K2YDGJ\* 13/11/2015 #37  
COMPANIES HOUSE

WEDNESDAY

F

<b>1</b>	<b>Company details</b>	0003 For official use
Company number	N I 0 4 8 1 5 3	<b>→ Filing in this form</b> Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	Premiere Poultry Ltd	
<b>2</b>	<b>Charge creation date</b>	
Charge creation date	11 11 2015	
<b>3</b>	<b>Names of persons, security agents or trustees entitled to the charge</b>	
	Please show the names of each of the persons, security agents or trustees entitled to the charge.	
Name	Ulster Bank Limited	
Name		
Name		
Name		



Ulster Bank Limited Registered Number: R733 Northern Ireland.  
Registered Office: 11-16 Donegall Square East, Belfast BT1 5UB

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority, and entered on the Financial Services Register (Registration Number 122315). Calls may be recorded

**MR01**

Particulars of a charge

<b>4</b>	<b>Description</b>	
	Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.	<b>Continuation page</b> Please use a continuation page if you need to enter more details.
	<b>Description</b>	
	The lands and premises comprised in Folios DN206265 County Down, Folio DN11057L County Down and Folio DN40256L County Down being premises situate and known as 7 Cloonagh Road, Downpatrick, County Down, BT30 5TE	
<b>5</b>	<b>Fixed charge or fixed security</b>	
	Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box. <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b> Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.	

<input checked="checked" type="checkbox"/> Yes	
<input type="checkbox"/> No	

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Trustee statement \*

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.

☐

\* This statement may be filed after the registration of the charge (use form MR06)

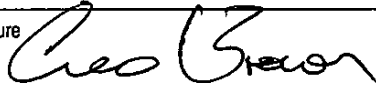
9

Signature

Please sign the form here.

Signature

Signature



For **Ulster Bank Limited**  
~~Duly Authorised Official~~



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

**MR01****Particulars of a charge****✓ Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name	Leo Brown
Company name	Elliott Duffy Garrett
	Solicitors
Address	Royston House
	34 Upper Queen Street
	Belfast
Post town	
County/Region	Nothern Ireland
Postcode	B T 1 1 6 F D
Country	
DX	400 NR BELFAST
Telephone	028 90 245034

**✓ 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 the 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 £13 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.

**i Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: NI48153

Charge code: NI04 8153 0003

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 11th November 2015 and created by PREMIERE POULTRY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th November 2015.

Given at Companies House, Belfast on 20th November 2015



**Companies House**



THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED. IN THE CASE OF REGISTERED LAND THIS DOCUMENT AND ANY PRIORITY AGREEMENT WITH ANY OTHER LENDER WILL BE PUBLIC DOCUMENTS.

Date: 11 NOVEMBER 2015

### Definitions

**Mortgagor:** Premiere Poultry Ltd Company Number NI48153

**Bank:** Ulster Bank Limited

**Interest:** Interest at the rate(s) charged to the Mortgagor by the Bank from time to time

**Property:** Description: 7 Cloonagh Road, Downpatrick  
County: Down  
Folio(s): DN206265 DN11057L & DN40256L  
Tenure: Freehold Leasehold

**Charged Assets:** The assets charged by Clause 1

**Goodwill:** The present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor

**Mortgagor's Obligations:** All the Mortgagor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

**Expenses:** All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Mortgagor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

**Required Currency:** The currency or currencies in which the Mortgagor's Obligations are expressed from time to time

### Charge

The Mortgagor covenants to discharge on demand the Mortgagor's Obligations and as a continuing security for such discharge and as beneficial owner and as registered owner or the person entitled to be registered as owner, as the case may be, the Mortgagor hereby:-

**Grants,** conveys, transfers and demises to the Bank all that and those its Property, title to which is not registered or registerable in the Land Registry pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 to hold the same as to so much thereof as is of freehold tenure unto the Bank in fee simple and as to so much thereof as is of leasehold tenure unto the Bank for the residue of the respective terms of years for which the Mortgagor from time to time holds the same less the last three days of each such term, subject to the proviso for redemption provided that the Mortgagor hereby declares that it shall henceforth stand possessed of such of the Property as is of leasehold tenure for the last three days or respective last days of the term or terms of years for which the same is held by it, and for any further or other interest which it now has or may hereafter acquire or become entitled to in the

WE HEREBY CERTIFY  
THIS TO BE A TRUE  
COPY OF THE ORIGINAL  
Signed: *Elaine Duff*  
18.11.2015

same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever, in trust for the Bank and to be conveyed assigned or otherwise dealt with whether to the Bank or its nominee or otherwise as the Bank shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property, and the Mortgagor hereby further authorises the Bank as mortgagee during the continuance of this security to remove it or any other person from being a trustee in respect of the trust hereinbefore declared and to appoint the Bank or any other person or persons to be a trustee or trustees in respect of the said property, and whereupon to make a declaration vesting all and any of its estate and interest in the said property in such new trustee or trustees, and so (but without prejudice to the generality of the foregoing) that any such trustee or trustees, may be any receiver or receivers of the Property appointed by the Bank under the powers herein contained PROVIDED FURTHER that the Mortgagor hereby irrevocably appoints the Secretary for the time being of the Bank to be its attorney, in its name and on its behalf, and as its act and deed to sign seal and deliver and otherwise perfect every or any Deed of Conveyance of the leasehold reversion which may be desired by the Bank, in order to vest in the Bank or in any person or persons in trust as agent for the Bank, subject as aforesaid, or in any purchaser of the Property or any part thereof, the said leasehold reversion and any further or other interest which the Mortgagor now has or may hereafter acquire or become entitled to in the said leasehold premises or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever;

1.1.2 **Charges** to the Bank all that and those its Property registered under the Land Registration Act (Northern Ireland) 1970 both present and future including, without prejudice to the generality of the foregoing, its registered land with the payment, performance and discharge of the Mortgagor's Obligations;

1.2 **Charges** and Assigns to the Bank by way of fixed charge if the Mortgagor is not an individual:-

1.2.1 All the fixtures and fittings of the Mortgagor from time to time attached to the Property

1.2.2 All the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts

1.2.3 All furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business

1.3 **Charges** and Assigns to the Bank by way of fixed charge the Goodwill all rents, receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets

#### **Repair Alteration and Insurance**

2.1 The Mortgagor will keep the Property and the Charged Assets in good condition and comprehensively insured to the Bank's reasonable satisfaction for their full reinstatement cost and in default the Bank (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property and the Charged Assets. The Mortgagor will deposit with the Bank the insurance policy or where the Bank agrees a copy of it

2.2 The Mortgagor will not without the prior written consent of the Bank make any alteration to the Property which would require Planning Permission or approval under any Building Regulations

2.3 The Mortgagor will hold in trust for the Bank all money received under any insurance of the Property or the Charged Assets and at the Bank's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Mortgagor's Obligations

#### **Restrictions on Charging Leasing Disposing and Parting with possession**

3.1 The Mortgagor will not without the Bank's prior written consent:-

3.1.1 **Create** or permit to arise any mortgage charge or lien on the Property the Charged Assets or the Goodwill

3.1.2 **Grant** or accept a surrender of any lease or licence of the Property the Charged Assets or the Goodwill



- 3.1.3 **Dispose** of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill
- 3.2 If the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of Registered Land this will require registration and will be a public document
- 3.3 **The** Mortgagor hereby applies and consents to the Bank applying to the Land Registry to enter an inhibition in the folio(s) of any registered land at any time forming part of the Property, that all dealings with the said lands are (save and except dealings overriding the registered ownership) inhibited unless consented to by the Bank in writing, whose address in the United Kingdom for service of notice is Ulster Bank Limited 11-16 Donegall Square East, Belfast BT1 5UB

#### **Powers of the Bank**

- 4.1 **The** Bank may without restriction grant or accept surrenders of leases of the Property and the Charged Assets
- 4.2 **Section 20** of the Conveyancing Act 1881 shall not apply and the Bank may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed
- 4.3 **The** Bank may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property the Charged Assets and the Goodwill and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration
- 4.4 **All** or any of the powers conferred on a Receiver by Clause 5 may be exercised by the Bank without first appointing a Receiver or notwithstanding any appointment
- 4.5 **The** Bank will not be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Bank
- 4.6 **Section 17** of the Conveyancing Act 1881 shall not apply to this deed
- 4.7 In addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off the whole or any part of the Mortgagor's Obligations against any deposit or credit balance on any account of the Mortgagor with the Bank (whether or not that deposit or balance is due to the Mortgagor)
- 4.8 **Despite** any term to the contrary in relation to any deposit or credit balance on any account of the Mortgagor with the Bank that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Mortgagor before all the Mortgagor's Obligations have been discharged but the Bank may without prejudice to this deed permit the Mortgagor to make withdrawals from time to time
- 4.9 **The** Bank may exchange or convert to the Required Currency any currency held or received

#### **Receivers**

- 5.1 **Any** Receiver appointed by the Bank shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally:-
- 5.1.1 **To** take possession of and generally manage the Property and the Charged Assets and any business carried on at the Property
- 5.1.2 **To** carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment
- 5.1.3 **To** purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land

- 5.1.4 To sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property the Charged Assets and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property
- 5.1.5 To carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor
- 5.1.6 To take continue or defend any proceedings and enter into any arrangement or compromise
- 5.1.7 To insure the Property and the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
- 5.1.8 To employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies
- 5.1.9 To borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers
- 5.1.10 To do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property the Charged Assets and the Goodwill
- 5.2 If the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property. The Receiver will account to the Bank for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Bank to the Mortgagor
- 5.3 A Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 24(8) of the Conveyancing Act 1881

#### **Power of Attorney**

- 6 The Mortgagor irrevocably appoints the Bank and any Receiver severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this deed or the exercise of any of their powers

#### **Appropriation**

- 7.1 Subject to Clause 7.2 the Bank may appropriate all payments received for the account of the Mortgagor in reduction of any part of the Mortgagor's Obligations as the Bank decides
- 7.2 The Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting the Property the Charged Assets or the Goodwill. Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Mortgagor's Obligations outstanding at the time of receiving such notice

#### **Preservation of other Security and Rights and Further Assurance**

- 8.1 This deed is in addition to any other security present or future held by the Bank for the Mortgagor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank
- 8.2 The Mortgagor will at the Mortgagor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure the Mortgagor's Obligations on the Property the Charged Assets and the Goodwill

## **Memorandum and Articles of Association**

- 9      **If the Mortgagor is a company the Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association**

## **Notices**

- 10.1    **Any notice or demand by the Bank may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Bank or if the Mortgagor is .**
- 10.1.1   **A company may be served personally on any of its directors or its secretary**
- 10.1.2   **A limited liability partnership may be served personally on any of its members**
- 10.2    **A notice or demand by the Bank by post shall be deemed served on the day after posting**
- 10.3    **A notice or demand by the Bank by fax shall be deemed served at the time of sending**
- 10.4    **The address of the Bank in the United Kingdom for service of notices is Ulster Bank Limited 11-16 Donegall Square East, Belfast BT1 5UB**

## **Governing Law**

- 11    **This deed shall be governed by and construed in accordance with Northern Irish law**

## **Interpretation**

- 12.1    **The expressions "Mortgagor" and "Bank" where the context admits include their respective successors in title and assigns**
- 12.2    **If two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Mortgagor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them**
- 12.3    **References to the "Property" and the "Charged Assets" include any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same. The "Property" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property**
- 12.4    **Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select**

12.5 Each of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

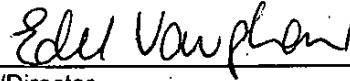
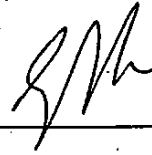
In Witness of which this deed has been duly executed

Signed and Delivered as a deed by  
the Mortgagor

)  
)  
)  
)

Director

Secretary/Director



A witness is required if there is only one signature – which must be a Director

Signed by the Director in the presence of:

Witness' signature

Witness' name in full

Address

Occupation

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ONLY USE THESE RELEASES IF ALL THE PROPERTY IS BEING RELEASED. IF PART ONLY IS BEING RELEASED, PLEASE CONSULT A SOLICITOR.**

**REGISTERED LAND**

LAND REGISTRY:

FOLIO(S):

COUNTY:

REGISTERED OWNER:

REGISTERED OWNER  
OF CHARGE:

We, Ulster Bank Limited the above named registered owner of a charge for payment of all present and future monies owing by the above-named Registered Owner to us with interest thereon at the rate therein specified, registered on 20 as a burden on the lands comprised in the above mentioned folio(s), do hereby acknowledge the receipt from the above-named Registered Owner of all monies due on foot thereof for principal and interest.

Dated

**Signed Sealed and Delivered by**

\_\_\_\_\_  
as attorney for and on behalf of  
Ulster Bank Limited  
under Power of Attorney  
dated  
which has not been revoked  
in the presence of:-  
  
\_\_\_\_\_

**UNREGISTERED LAND**

Ulster Bank Limited having its registered office at 11-16 Donegall Square East, Belfast BT1 5UB hereby acknowledge the receipt of all moneys secured by the within written Deed.

Dated \_\_\_\_\_

**Signed Sealed and Delivered by**

\_\_\_\_\_  
as attorney for and on behalf of  
Ulster Bank Limited  
under Power of Attorney  
dated  
which has not been revoked  
in the presence of:-  
\_\_\_\_\_

1) The Mortgage is comprised of the following Deed or Deeds.

<u>Date</u>	<u>Description</u>	<u>Serial No. in Registry of Deeds</u>
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2) The Mortgagee executing receipt is the original Mortgagee.