

MR01

Particulars of a charge

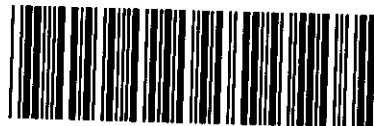


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WEDNESDAY



JNI *J8DSSZ1E* 11/09/2019 #37
COMPANIES HOUSE
JNI *J8D8TJYR* 03/09/2019 #11
COMPANIES HOUSE

For further information, please
refer to our guidance at:
www.gov.uk/companieshouse

☒ **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 no
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. **Do not send the original.**

1 Company details

Company number

N I 0 7 3 9 3 6

Company name in full

FRAZER ONE STOP SHOP LTD

0005

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

2^d 0^m 8^y 2019

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

COMMONS PROPERTIES LIMITED

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

4

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.

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.

Brief description

CHARGE OVER PROPERTY AT
2 MAIN STREET, MASURRESBRIDGE
BEING ALL OF THE LANDS
COMPRISED IN BLUOS FE86030
AND FE85068 CO. FERMANAGH

5

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

6

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

7

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

8

Trustee statement¹

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.

☐

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

9

Signature

Please sign the form here.

Signature

Signature

X  X

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

MR01

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
JAMES L. COOPER

Company name
COOPER WILKINSON LIMITED

IMPERIAL BUILDINGS

Address
38-40 QUEEN ELIZABETH ROAD

Post town
GNISKILLEN

County/Region
FERMANAGH

Postcode
BT74 7BY

Country
N. IRELAND

DX
3550 NR GNISKILLEN

Telephone
028 6632 2615



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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI73936

Charge code: NI07 3936 0005

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 27th August 2019 and created by FRAZER ONE STOP SHOP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th September 2019.

Given at Companies House, Belfast on 12th September 2019



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DEED OF CHARGE

LAND REGISTRY OF NORTHERN IRELAND

FOLIOS:

1. FE 86030 and FE 85068 Co. Fermanagh

THIS IS A MORTGAGE of the above properties given on the 27th day of August,
Two thousand and nineteen by

FRAZER ONE STOP SHOP LTD

FOR THE BENEFIT OF **COMMONS PROPERTIES LIMITED** of Northern Bank
House, Main Street, Kesh, County of Fermanagh

We certify that this document has
been compared with the original
and is a true copy thereof.

Cooper Wilkinson Limited
.....
Solicitors, Enniskillen

2.9.2019

COOPER WILKINSON LIMITED
IMPERIAL BUILDINGS
38-40 QUEEN ELIZABETH ROAD
ENNISKILLEN
BT74 7BY

1. DEFINITIONS AND INTERPRETATION

1. This document and its contents shall hereinafter be referred to as this Charge or this Deed of Charge.
2. The secured monies shall mean the sum of £65,000.00 that is agreed to be owed by the Borrowers to the Lender.
3. The Loan Agreement shall mean the Loan Agreement entered into between the Borrowers and the Lender on the 27th day of August, 2019.
4. The charged properties or the properties shall be the properties listed in this Schedule at Part 2.1 (below).
5. The title to the properties is referred to in the Schedule.
6. The Act shall mean the Conveyancing and Law of Property Act 1881 (as amended by the Conveyancing Act 1911) and as from time to time amended since.
7. The Lender/Mortgagee shall be Commons Properties Limited having its registered office at Northern Bank House, Main Street, Kesh, Co. Fermanagh.
8. The Borrowers/Mortgagor shall be Frazer One Stop Shop Ltd having its registered office at 2 Main Street, Maguiresbridge, Co. Fermanagh
9. The interest rate shall mean the rate of 10% for the five year term of the loan payable by the mortgagors on the secured monies.
10. The secured monies shall mean:-
 - 10.1 All sums and liabilities of whatsoever nature now or in the future due, owing or incurred by the Borrowers to the Lender in any way whether by the Loan Agreement or otherwise.
 - 10.2 The interest at the interest rate on such sums and liabilities as may be due or owing to the Lender under this charge as hereinafter provided.
 - 10.3 All legal and other costs, charges and expenses which the Lender or any Receiver appointed by the Lender or any other agent lawfully appointed under this Deed of Charge may incur in enforcing or trying to enforce payments under this Charge or which are recoverable from the charged property or which may fall to be paid or incurred in relation to any other matters under this Charge.

2 SCHEDULE

2.1 The properties affected by this Deed of Charge shall be the lands which are registered in the Land Registry of Northern Ireland under:-
Folios FE 86030 and FE 85068 County Fermanagh and are situate at Maguiresbridge, Co. Fermanagh (hereinafter called "the Properties").

3 AGREEMENT TO PAY

- 3.1 The Borrowers will make payment under this Deed of Charge of the secured monies in accordance with the Loan Agreement.
- 3.2 The Mortgagors will pay interest on any of the Secured Monies which are due or owing at the interest rate.

The interest will be calculated as compounded "so that interest will be charged on interest which has become due"

The interest shall be paid quarterly commencing 3 months after the date of the advance and on the first day of each quarter thereafter.

The interest shall be paid without deduction of income tax or any other Government charge or tax.

- 3.3 The interest shall run from the date of the payment of the mortgage monies from the Lender's Solicitors to the Borrowers or the Borrowers' Solicitors.

4 CREATION OF SECURITY

A

- 4.1 As a continuing security for payment to the Lender of the secured monies the Borrower as beneficial owner of the properties hereby charges the properties with payments to the Lender of the secured monies.

The security created by this mortgage will include all of the outstanding interest on the charged properties and the proceeds of sale of any of the charged properties and the secured monies.

- 4.2 Once the secured monies have been repaid to the Lender in full, the Lender will at the Borrowers' request release the security created by this charge.

- 4.3 The Borrowers will acknowledge that the Borrowers are the Lender's tenants of the charged properties at an annual rate of five pence (if demanded). The Borrowers agree that the Lender may terminate the tenancy at any time after the Lender makes demand for payment of any of the secured monies with or without notice to the Borrowers and may enter the charged properties. However, neither the receipt of such monies nor the tenancy shall make the Lender liable to the Borrowers or any other person as Mortgagee in possession of the charged property.

B And the Registered Owners of the properties do hereby consent to the registration of an Inhibition of the Land Certificates of the property. And the Lender doth hereby claim an interest in the properties and the right to such Inhibition for the period of the charge.

5 RESTRICTIONS

5.1 Unless the Lender's written consent has been obtained beforehand:-

- (a) The Borrowers will not sell, assign, lease, grant in fee farm, let, licence or otherwise dispose of or deal with in any way or part with possession of any part of the charged properties, and
- (b) The Borrowers will not mortgage, charge or give any security over any of the charged property and will not allow any such charge or security to exist.

6 FURTHER ASSURANCE

On being requested to do so by the Lender, the Borrowers will at the Borrowers expense immediately take any steps that the Lender may think reasonably necessary for the purpose of:-

- (a) Completing and registering the security created by this charge, and
- (b) Exercise and enforce any of the rights or remedies given to the Lender or the Lenders or Receivers under this charge.

7 DEALINGS WITH PERSONAL GOODS

- 7.1 If the Lender or a Receiver appointed by the Lender takes possession of the charged properties and asks the Borrowers to remove any personal goods from the charged properties and if such goods are not so removed when the Borrowers are asked to do, the Lender or the Lender's Receiver or Agent may remove, store or sell such personal goods.
- 7.2 Neither the Lender nor the Lender's Receiver or Agent will be liable for any loss or damage which the Borrowers may suffer as a result of the Lender's or the Lender's Receiver or Agent removing, storing or selling any personal goods provided that the Lender or the Lender's Receiver or Agent act in good faith.
- 7.3 Upon receipt of a demand from the Lender or the Lender's Receiver or Agent the Borrowers will:-
Reimburse the Lender for any expense incurred by the Lender or the Receiver or Agent of the Lender in relation to personal goods and pay interest on any expense incurred in or under this clause from the date upon such expense has been incurred.
- 7.4 The Lender or the Lender's Receiver or Agent will account to the Borrowers for the proceeds of sale of any personal goods after deducting such expenses incurred by them provided that he is satisfied that he will not be liable for such expenses in the future.
- 7.5 Nothing in this charge will operate to transfer any right in any Personal Goods charged to the Lender or the Lender's Receiver or Agent.

8 POWERS OF THE LENDER

- 8.1 Although the Lender will have the Power of Sale given to the Chargees (Borrowers) by the Act, the Lender will not be subject to any of the restrictions in the act which require the giving of notice before the Power of Sale is exercised.
- 8.2 The Lender may:-
(a) Lease or make any arrangements for leases of the charged property or any part of it in return for a capital payment, rent or otherwise; and
(b) Accept surrender of leases or grant options of the charged property or any part of it.
- 8.3 The Lender does not have to account to the Borrowers for any loss or damage sustained by them as a result of the Lender exercising any of its rights under this charge where the Lender is acting in good faith.
- 8.4 The Lender may exercise all of his rights under this charge even if the Borrowers die or become bankrupt or become incapable of managing or administering their properties and affairs.
- 8.5 Section 17 of the Act will not apply to this charge.

9 APPOINTMENT AND POWERS OF A RECEIVER

- 9.1 The Lender may by an instrument signed on behalf of the Lender appoint a Receiver over the charged property or any part of it at any time after the Lender has demanded payment of any of the secured amounts or the Borrowers have requested the Lender to appoint a Receiver.

9.2 To the extent legally allowed, the Lender may remove any Receiver or appoint another or others in his place. The Lender may also appoint a Receiver in place of Receiver who has resigned.

9.3 A Receiver may do (or choose not to do) anything in respect of the charged property or personal goods which the Borrowers can legally do (or choose not to do). A Receiver will act in the Borrowers names unless he chooses to act in his own name. A Receiver may only act in the name of the Lender, if he first obtains the Lender's written consent. A Receiver may exercise any of his powers under Insolvency Laws over the charged property and/or Personal Goods as if he were an Administrative Receiver and as if the Borrower were a Chargor. In addition a Receiver may:-

- (a) Take possession of, deal with and manage the charged property and and/or the personal goods.
- (b) Carry on any business at any time carried on by the Borrowers at the charged properties.
- (c) Raise or borrow any money from any other person, whether on security of a mortgage, charge or otherwise and such money will form part of the secured amounts.
- (d) Agree or agree in selling and let or agree in letting and surrender or agree in surrendering and accept surrenders of leases of tenancies of any part of the charged properties upon such terms as the Receiver reasonably thinks fit.
- (e) Carry out any sale, lease, tenancy or surrender of the charged property into effect by conveyancing, transferring, leasing, letting, surrendering or accepting surrenders in the Borrower's name and or on the Borrower's behalf.
- (f) Take any proceedings in relation to the charged property or the Personal Goods including proceedings for rents and arrears at the date of the appointment.
- (g) Enter into an agreement or make any arrangement or compromise in respect of the charged properties or the Personal Goods.
- (h) Operate any rent review clause in respect of the charged properties or apply for any new or extended tenancy.
- (i) Exercise on the Borrower's behalf, all or any of the powers and rights given to the landlord or tenant by the Business Tenancies (Northern Ireland) Order 1996 (to the extent, if any, that it applies), the Rent (Northern Ireland) Order 1978 or any other legislation from time to time in force relating to rent in connection with the charged property.
- (j) Exercise all or any of the powers conferred by clause 4 herein.
- (k) Insure the charged properties and (if the Receiver reasonably thinks fit) the Personal Goods.
- (l) Apply for an appropriate licence (or any annual renewal thereof), permit or approval in relation to the use or development of the mortgaged/charged properties.
- (m) Develop, build or complete any building on the charged properties and carry out any repairs, structural alterations and improvements to the buildings on the charged properties.
- (n) Do whatever the Receiver thinks may increase the market value of the charged properties.

- (o) Do all such things as the Receiver from time to time considers to be incidental to his powers or which may usefully be done in exercising his powers.
 - (p) Adopt and remove managers, agents, officers and employees for any of these purposes and/or to guard the charged properties, on such terms as the Receiver reasonably thinks fit.
 - (q) Cause the Borrower to grant such powers of attorney or appointments for any of these purposes as the Borrower from time to time may think fit.
- 9.4 All monies received by Receiver will be applied (unless the Lender otherwise agrees and subject to the rights of the holders of any prior mortgages of the charged property) in the following order:-
- (a) In payment of the Receiver's fees and expenses.
 - (b) If the Receiver thinks fit in payment of any of the following:-
 - (i) Any outgoings affecting the charged property.
 - (ii) Any interest under any prior mortgage or charge of the charged properties.
 - (iii) Any insurance premiums affecting the charged properties and/or the Personal Goods.
 - (iv) The cost of any repairs of the charged properties.
 - (v) Any interest under this charge.
 - (c) In payment towards satisfaction of the rest of the Secured Amounts; and
 - (d) Any surplus will be applied in payment to the Borrower or to anyone else who is entitled to it.

Section 24(8) of the Act will not apply.

- 9.5 A Receiver shall be the Borrowers' Agent. The Borrower alone will be responsible to him and liable to pay any contracts or agreements made by him. The Lender will not be responsible or liable in any way for any misconduct or negligence of the Receiver.
- 9.6 The Lender shall have the right to agree with the Receiver the basis upon which the Receiver's fees are charged and their amount. Such fees shall be payable by the Borrowers and shall form part of the Secured Amounts.
- 9.7 If the Lender appoints more than one Receiver, the powers of the Receiver shall be exercised by one or other or more of such Receivers.
- 9.8 The Borrower will compensate the Receiver for actions, expenses, demands and liabilities occurred by the Receiver or his managers, agents, officers or employees in carrying out his powers under this charge irrespective of how and when they arise.

10 THE BORROWERS' COVENANTS

- 10.1 The Borrower agree to keep the charged properties in good state of repair. If the Borrower do not do so, then the Lender or the Lender's Receiver may carry out the repairs.
- 10.2 The Borrower agrees to:-
- (a) Keep the charged property insured to its full reinstatement value (unless agreed otherwise in writing by the Lender) under a policy and with insurers approved by the Lender. The Lender will not unreasonably refuse to approve

such policy or insurers. Unless the Lender agrees otherwise the Policy will be taken out in the Borrower's name and have the Lender's interest noted on it.

- (b) Deposit the Policies (if requested) by the Lender to do so.
- (c) Pay all sums due under the policy and if requested by the Lender to do so promptly produce receipts for payments to the Insurance Company or the Lender.
- (d) Ensure that the policy remains valid and that no other policy of insurance is taken out in relation to the charged properties unless otherwise agreed in writing by the Lender; and
- (e) Hold any money receivable under any insurance policy relating to the charged properties in trust for the Lender, and apply such money as may be directed by the Lender. The Lender may apply such monies to make good the loss or damage for which such money is received or to discharge of the Secured Amounts.

10.3 The Borrower will keep all and any agricultural land which forms part of the charged properties properly cultivated and managed.

10.4 The Borrower will:-

- (a) Comply with all planning laws affecting the charged property; and
- (b) Comply with all notices, orders and directions given by any planning or other public authority in connection with the charged property; and
- (c) At all times comply with the provisions of any licences affecting the property; and
- (d) Take all necessary steps from time to time to renew such licences whenever they fall due.
- (e) On demand by the Lender produce and deliver to the Lender such licences, premiums or renewals affecting any such insurance policies.
- (f) If the Lender realises its security procure at the Borrower's expense that the licence is transferred to the Lender or to whom the Lender may direct.

10.5 Unless the Borrower obtain the Lender's written consent first, they will not:

- (a) Carry out, or allow to be carried out, on the charged properties any development as defined in the Planning (Northern Ireland) Order 1991.
- (b) Change or allow to be changed the use of the charged property so that its value decreases; or
- (c) Make, or allow to be made, any alteration or addition to the charged properties so that its value decreases.

10.6 Unless the Borrower obtain the Lender's consent first, the Borrower shall not:

- (a) Demolish or remove any buildings on the charged properties; or structurally change such properties.
- (b) Remove any other thing of whatever nature on, or intended to form part of the charged properties except to replace it with something similar and of the same or a greater value.
- (c) Not to do anything to the charged properties that shall affect or devalue the title to the charged properties.

10.7 The Borrowers will comply with all Leases or other obligations under which any lease or mortgage is held affecting the charged properties.

10.8 If the Lender gives the Borrower at least 24 hours notice, the Borrower will allow the Lender (or any person authorised the Lender) full access to the charged properties at all reasonable times for the purposes of:

- (a) Inspecting the said properties; and
- (b) Carrying out repairs to the said properties.
- (b) Carrying out valuations or surveys of the properties; and
- (c) For any other purposes in connection with this charge.

If the Lender enters the charged properties in connection with this charge the Lender will not be treated as being in possession of the charged property or any part of it (except to the extent that it is in actual physical possession).

10.9 If the Borrower do not carry out any of the Borrower obligations under this charge the Lender may do so whenever he reasonably thinks it is necessary to carry out that obligation. Any amount paid by the Lender under this clause will be repaid by the Borrowers as soon as the Lender demands it and will become part of the secured monies.

10.10 Not to take any steps by way of a Company reorganisation, creation of new shareholdings or any other corporate action to alter or remove the position of David Mahon as the principle shareholder in the Company and Director thereof.

11 POWER OF ATTORNEY

The Borrower irrevocably appoint the Lender and the Lender's Receiver (if appointed) to be the Lender's attorney so that all or any of them can on the Borrower behalf, sign, seal and deliver any deeds or documents and do whatever the Lender thinks it is necessary to do:-

- (a) Complete or register the security or any other security made under this charge, and
- (b) Exercise or enforce any rights or remedies given to the Lender and any Receiver under this charge.
- (c) Convey and assign to any purchaser of the charged properties the reversion expectant on the determination of the years created by this mortgage.
- (d) Procure the transfer of any Licence affecting the properties.

12 ASSIGNMENT

12.1 The Lender may assign all or any of the rights under this charge. any successor or assignee of the Lender will be entitled to the full benefit of this charge.

12.2 This charge will remain enforceable, valid and binding for all purposes even if the Lender changes its name or constitution or is amalgamated or consolidated with any other mortgage or becomes a limited liability company.

13 MISCELLANEOUS

13.1 This charge will be a continuing security and will not be satisfied or affected by any intermediate payment of all or part of the Secured Amounts.

- 13.2 This charge will be in addition to and will not be affected in any way by any other security, guarantee or right which the Lender may from time to time hold in relation to the Secured Amounts.
- 13.3 The powers conferred by this charge shall be in addition to all powers given to the Lender by law.
- 13.4 Even if the Lender delays in exercising or does not exercise any of its rights or remedies under this charge he can still exercise that right or remedy later.

14 NOTICES AND DEMANDS

- 14.1 A notice or demand will be treated as having been effectively served on the Borrowers:
- (a) If delivered by hand, at any time being left at the address of the Borrowers or any other address known to the Lender from which the Borrowers or either of them do business.
 - (b) Such communications may also be sent by telex or facsimile, or by email to any known email address of either of the Borrowers.
 - (c) It shall be presumed that such communications shall have been received by the Borrowers within 48 hours from the time of dispatch

15 INDULGENCE

The Lender may release anyone who is not a party to this charge, or enter into any other arrangement either with the Borrowers or any representatives of the Borrowers.

16 LAW

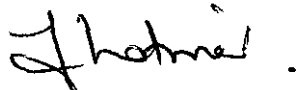
This charge shall be governed by the law applicable in Northern Ireland.

The Borrowers have executed this charge as a Deed at the date of this Charge.

SIGNED SEALED and DELIVERED
By **FRAZER ONE STOP SHOP LIMITED**
In the presence of



JANICE LATIMER



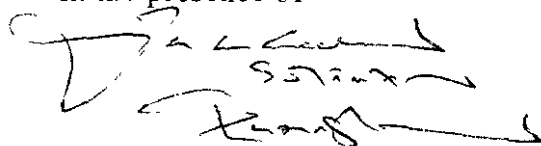
57 Grosnagh Rd

ENW

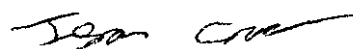
BT92 2BL Administrative Assistant

SIGNED SEALED and DELIVERED
BY **COMMONS PROPERTIES LIMITED**

In the presence of



JASON CROZIER




48 Grosnagh Rd

ENW

BT92 2BJ

Manager



Director