

MR01

Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST



Companies House

A fee is payable with this form.
Please see 'How to pay' on the
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You can use the WebFiling
Please go to www.companieshouse.gov.uk

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10/07/2014

#3

COMPANIES HOUSE

☒ **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
an 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 1 6 1 5 9 2 9
Company name in full COOMEALLA HOSPITALITY LTD

0002 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 3 0 0 6 2 0 1 4

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 DAVID BELL

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.

10 JUL 2014

MR01

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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.

Brief description

The Lands at 93 and 95 Botanic Avenue, Belfast

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.

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 statement ¹

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

Alisa Reid, Partner

Jan McKee

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 ALISON REID

Company name JOHN McKEE & SON SOLICITORS

Address THE LINENHALL

32-38 LINENHALL STREET

Post town BELFAST

County/Region COUNTY ANTRIM

Postcode B T 2 8 B G

Country NORTHERN IRELAND

DX DX470 NR BELFAST 1

Telephone 02890232303

**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 £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.

**Further information**

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI615929

Charge code: NI61 5929 0002

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 30th June 2014 and created by COOMEALLA HOSPITALITY LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2014.

Given at Companies House, Belfast on 16th July 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated this 30th day of June 2014

Coomealla Hospitality Limited

To

David Bell

DIRECT LEGAL MORTGAGE
Of land known as 93 & 95 Botanic Avenue, Belfast

WE HEREBY CERTIFY THAT THIS IS
A TRUE COPY OF THE DOCUMENT OF
WHICH IT PURPORTS TO BE A COPY

DATED THIS 9th DAY OF July 2014
John McKee

JOHN MCKEE & SON SOLICITORS
THE LINENHALL
32-38 LINENHALL STREET
BELFAST BT1 1RG

Peter Bowles & Company Ltd
Solicitors
70 Main Street
Saintfield
Co. Down
BT24 7AB

Property at 93 & 95 Botanic Avenue, Belfast

County: Antrim

Registered Owner: Coomealla Hospitality Ltd

THIS LEGAL CHARGE

Is made by way of deed on the 30th day of June 2014

BETWEEN Coomealla Hospitality Ltd whose registered office is at 59 Brownlow Street, Comber, County Down (hereinafter called "the Mortgagor") of the one part and David Bell care of 70 Main Street, Saintfield, County Down (hereinafter called "the Lender") of the other part.

WITNESSETH as follows:

1. The Mortgagor hereby covenants with the Lender that the Mortgagor shall on demand in writing made to the Mortgagor pay or discharge to the Lender all monies and liabilities which shall for the time being (and whether on or at any times after such demand) be due owing or incurred to the Lender by the Mortgagor whether actually or contingently and whether solely or jointly with any other person and in whatever style or name and whether as principal or surety including interest discount commission or other lawful charges and expenses which the Lender may in the course of its business charge in respect of any of the matters aforesaid or for keeping the Mortgagor's account(s) and other costs charges and expenses incurred by the Lender in relation to this mortgage or in enforcing the security hereby created on a full indemnity basis and so that interest shall be computed and compounded on the foregoing to date of payment according to the usual manner of the Lender as well after as before any demand made or judgement obtained hereunder.
2. The Mortgagor as beneficial owner:-
 - a. Charges the property referred to in the schedule hereto (if registered) assents to the registration of the charge hereby created as a burden affecting the property
 - b. Demises the property referred to in the schedule hereto (if unregistered) to the Lender to hold the same (if leasehold) for the term for which the same is held less the last 10 days thereof (if freehold) for the term of 5000 years

Together with all buildings trade and other fixtures fixed plant and machinery from time to time thereon (hereinafter called "the Mortgaged Property") as a continuing security to the Lender for the payment or discharge of all monies and liabilities referred to in clause 1 hereof.

Provided that at any time before the right to redeem is barred by limitation foreclosure or sale the property may at the request and cost of the Mortgagor be

redeemed on the performance of the covenants herein contained and on the payment of all monies and liabilities hereby covenanted to be paid.

3. On a date twelve calendar months from the date of this Charge all monies and liabilities due to the Lender shall fall due, which date shall be deemed the Repayment Date.
4. The Mortgagor hereby further covenants with the Lender:-
 - a. At all times during the continuance of this security to keep the Mortgaged Property insured against loss or damage by fire explosion or aircraft or articles dropped from aircraft and against storm tempest flooding and malicious damage vehicular impact and such other risks as the Lender may from time to time require to the extent of the full reinstatement value together with a sum to cover the cost of demolition debris removal and Architects' and Surveyors' and other professional fees incidental thereto including Value Added Tax (if any) payable on or included in such costs and fees or otherwise and if the Mortgaged Property is wholly or partly let for two years' loss of rent. Such policy must not be capable of being avoided or any claim vitiated as a result of any act or default on the part of the Mortgagor or any Tenant of the Mortgaged Property.

The insurance shall be effected in some reputable insurance office approved by the Lender or with Lloyds Underwriters in the joint names of the Mortgagor and the Lender or with the interest of the Lender in the Mortgaged Property noted on the insurance policy or policies maintained hereunder as the Lender may require and to deliver to the Lender a copy of the endorsement referring to the noting and to deposit the said insurance policy or policies with the Lender and punctually to pay all premiums necessary for the purpose of such insurance and forthwith on demand produce to the Lender the receipt for every payment of premium thereunder within 7 days of its becoming due and if the Mortgagor shall at any time refuse or neglect to keep the said insurances on foot or to produce any receipt to the Lender in accordance with the covenant herein before contained the Lender shall be entitled but not obliged to exercise the powers of insurance against the covers and risks mentioned in this sub-clause and the Mortgagor shall on demand pay to the Lender every sum expended in so doing with interest from the date of payment by the Lender and until payment by the Mortgagor the Mortgaged Property shall stand charged with the amounts so to be paid with interest as aforesaid. The Mortgagor will hold in trust for the Lender all money which may at any time be received or receivable under any policies of insurance covering the Mortgaged Property against any such risks as aforesaid and (at the Lender's option) will pay such money to the Lender or shall apply the same in replacing resorting or reinstating the buildings and fixtures destroyed or damaged.

- b. To punctually pay and indemnify the Lender against when due all rents, rates, taxes, levies, assessments, impositions and other outgoings whatsoever (whether or not of a recurring nature) payable to the landlord of the Mortgaged Property

- b. To punctually pay and indemnify the Lender against when due all rents, rates, taxes, levies, assessments, impositions and other outgoings whatsoever (whether or not of a recurring nature) payable to the landlord of the Mortgaged Property or to the Local or any other Authority or to a statutory undertaker in respect of the Mortgaged Property or for the supply of services thereto and whenever requested to do so to produce to the Lender on demand a receipt for such payment.
- c. To observe perform and comply in all respect with each and every covenant and provision contained in any document notice order or direction and all statutes for the time being in force and the requirements of any competent authority relating to the Mortgaged Property or anything done thereon by the Mortgagor and in particular (but without prejudice to the generality of the foregoing) the provisions and requirements of all planning legislation for the time being in force and to obtain or cause to be obtained any planning permissions building regulations approvals and any other permissions consents or licences which may be required in relation to the Mortgaged Property its use and occupation and the employment of persons thereon. The Mortgagor shall at the request of the Lender and at the cost of the Mortgagor make or join with the Lender in making such objection or objections or representations against or in respect of any proposals notices or orders affecting the Mortgaged Property.
- d. In relation to any lease or agreement for lease to which the Mortgaged Property may for the time being be subject the Mortgagor will:-
 - i. Observe and perform the covenants and conditions on the part of the Lessor contained therein.
 - ii. Duly enforce the performance and observance of the tenants covenant and conditions contained therein
 - iii. Duly and efficiently (for the benefit of the Mortgagor as landlord) implement any provisions therein for the review of the rent thereby reserved and not to agree to any revised rent without the written consent of the Lender
 - iv. Efficiently manage the premises demised
 - v. From time to time on demand supply to the Lender such information in relation to the foregoing matters as the Lender shall require
- e. In relation to any lease or agreement for lease under which the Mortgaged Property or any part thereof is held the Mortgagor will:-
 - i. Pay the rents and perform and observe the tenants covenants and obligations contained in or arising under such lease

- ii. Require due and full performance of the lessors covenants and obligations contained in or arising under such lease
 - iii. Duly and efficiently (for the benefit of the Mortgagor as tenant) negotiate and deal with any review of any rent reserved by such lease and not to agree any revised rent without the written consent of the Lender
 - iv. Forthwith notify the Lender of any matter or event under or by reason of which such lease has or may become subject to determination or to the exercise by the lessor of any right of re-entry or forfeiture
 - v. From time to time on demand supply to the Lender such information in relation to the foregoing matters as the Lender may require.
- f. Not without the written consent of the Lender to grant a tenancy or lease or accept a surrender of an tenancy or lease relating to the Mortgaged Property nor to release or vary any of the terms of such tenancy or lease nor exercise any power to determine or extend the same nor (save as permitted under the sub-clause) to part with or share possession or occupation of the Mortgaged Property or part thereof nor to grant any person any licence right or interest or permission to assign underlet or part with possession of the Mortgaged Property or any part thereof.
- g. To keep the Mortgaged Property in good and substantial repair and condition and to keep all fixtures and fittings comprised therein in working condition and if after reasonable notice from the Lender of any default under this sub-clause the Mortgagor shall fail to do so the Lender may but shall not be obliged to at any time thereafter enter upon the Mortgaged Property or any part or parts thereof and execute such repairs as in the opinion of the Lender may be necessary or proper without thereby becoming liable as mortgagee in possession provided that the Lender may so enter without giving notice in case of emergency and that any sums paid by the Lender for such purposes shall be repayable by the Mortgagor to the Lender on demand with interest from the date of payment by the Lender and until payment by the Mortgagor the Mortgaged Property shall stand charged with the amounts so to be paid with interest as aforesaid.
- h. Not to remove or sever from the Mortgaged Property any fixture or fitting except for the purpose of renewal and replacement by a fixture or fitting of equal or greater value.
- i. Not without the written consent of the Lender to carry out any structural or other alterations to the Mortgaged nor to use the Mortgaged Property for any purpose other than the present permitted use thereof nor to apply to any planning authority to change the use thereof.

- j. Where at the date hereof or at any time during the continuance of this security the Mortgaged Property or any part thereof is intended to be developed or is in the course of development to proceed diligently and to the satisfaction of the Lender and any competent authority with such development in all respects of conformity with the planning and by-law consents which shall together with the plans and specification be produced to the Lender for approval.
- k. On request to produce to or provide for the Lender such documents or information relating to the Mortgaged Property or the development thereof as the Lender shall require.
- l. To comply with the requirements of any valid enforcements or other notice or order (whether issued under the Planning (Northern Ireland) Order 1991 or any other statute) within such time as may be specified therein or if no time is specified within such period as may be required by the Lender and to pay to the Lender in reduction of the monies and liabilities hereby secured any compensation received as a result of any such notice or order.
- m. Not without the previous consent in writing of the Lender to further mortgage or charge the Mortgaged Property or any part thereof.
- n. To observe and perform all environmental laws, regulations directives and codes of practice affecting the Mortgaged Property.

Provided always that if at any time any instalment or other monies which shall be payable by the Mortgagor to the Lender shall be in arrears and unpaid for one month after the same shall have become due in breach of the covenant herein [before] contained, then and in such case the whole of the future instalments thereafter to become due and payable shall immediately on the expiry of the period of one month become due and payable by the Mortgagor.

- 5. The Lender and any person authorised by it may at any reasonable time enter the Mortgaged Property or any part thereof to ascertain whether the Mortgagor is complying with its covenants and obligations and to survey the state and conditions of all or any of the buildings and other erections trade and other fixtures fixed plant and machinery forming part thereof. If the Mortgagor has failed or the Lender believes that the Mortgagor has failed to observe or perform any of its covenants or obligations it shall be lawful for the Lender but the Lender shall be under no obligation to enter the Mortgaged Property or any part thereof with agents appointed by it and architects, contractors, workmen and others and to execute such works and do such other things as may in the opinion of the Lender be required to remedy such failure.

The cost to the Lender of such works and steps shall be reimbursed by the Mortgagor to the Lender on demand and until so reimbursed shall carry interest thereon at a rate determined in accordance with the Lender's normal practice from

the date of payment to the date of reimbursement. No exercise by the Lender of its powers under this provision shall render the Lender liable to account as a Mortgagee in possession.

6. The Mortgagor shall not exercise any of the powers reserved to a Mortgagor by Section 18 of the Conveyancing and Law of Property Act 1881 and Section 3 of the Conveyancing Act 1911 nor shall the Mortgagor part with the possession of the Mortgaged Property or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy the Mortgaged Property or any part thereof nor grant any licence or permission to assign underlet or part with the possession of the Mortgaged Property or any part thereof without in any such case obtaining the consent of the Lender in writing.
7. Section 20 and 24 (1) of the Conveyancing and Law of Property Act 1881 shall not apply to this security but the statutory power of sale shall as between the Lender and a purchaser from the Lender be exercisable at any time after demand for payment.
- 8.1 At any time after having been requested to do so by the Mortgagor or after the Lender has demanded payment in respect of any monies or liabilities hereby secured the Lender may appoint one or more persons to be a Receiver or Receivers of the whole or any part of the Mortgaged Property and/or the income thereof. The Lender may remove any Receiver appointed hereunder and appoint another person or persons as Receiver or Receivers either in place of a Receiver so removed or who has otherwise ceased to act or to act jointly with a Receiver previously appointed. Where two persons are appointed as Receivers they are hereby authorised to act severally as well as jointly.
- 8.2 If the Mortgagor is not a company and in the event of the Lender or any Receiver appointed by the Lender taking possession of the Mortgaged Property the Lender or any Receiver appointed by the Lender is hereby authorised as agents for the Mortgagor if it or he elects so to do to remove store sell and otherwise deal with any moveable plant machinery implements utensils furniture goods and equipment which the Mortgagor may fail to remove from the Mortgaged Property within seven days of being required to do so by notice from the Lender or such Receiver (as the case may be) and the Lender and the Receiver shall not be liable for any loss or damage occasioned to the Mortgagor and the Mortgagor shall indemnify the Lender or the Receiver (as the case may be) against all expense incurred by them in relation to such plant machinery implements utensils furniture goods and equipment including expenses of removal and storage and against all liability to any third part in respect thereof and the Lender or its Receiver (as the case may be) shall account to the Mortgagor for the proceeds of any such sale after deducting any such expenses and and conditionally upon the Mortgagor procuring the release of the Lender and the Receiver from all liability for any charges or expenses in respect of future storage of any such chattels. The Lender or its receiver (as the case may be) shall not be liable to the Mortgagor for any act or omission by any person appointed by it or him

to effect such sale or for any failure by any such person to obtain a proper price provided only that such appointment shall have been made by the Lender or such Receiver in good faith.

8.3 Every Receiver holding office by virtue of an appointment hereunder shall have in relation to the Mortgaged Property or any part of the Mortgaged Property in respect of which the appointment relates have:-

- a. All the powers (as varied or extended by the provisions hereof) conferred by the Conveyancing Panel and Law of Property Act 1881 and Conveyancing Act 1911 on the Mortgagors and Mortgagees in possession and receivers appointed thereunder that Act but without the restrictions thereby imposed on the Mortgagor.
- b. All the powers of an administrative receiver specified in Schedule 1 of The Insolvency (Northern Ireland) Order 1989.
- c. The power in the name and on behalf of and at the cost of the Mortgagor to exercise all the powers and rights of an absolute owner to do or omit to do anything which the Mortgagor itself could do.

8.4 In addition to and without prejudice to the generality of the foregoing every Receiver for the time being holding the office by virtue of an appointment made by the Lender shall have the following powers:-

- a. Power to take possession of, collect and get in the Mortgaged Property and for that purpose to make such demands to give such notices as he thinks fit and where the Mortgagor is a company power to make, or to require the Directors of the Mortgagor to make calls upon the holders of the Mortgagors share capital in respect of any such capital of the Mortgagors which remains uncalled and to enforce payment of calls so made and any previous unpaid calls by taking proceedings in the name of the Mortgagor or his own name;
- b. Power to carry on and manage, or concur in the carrying on and management of, the whole or any part of the Mortgagor's business, including the power where the Mortgagor has one or more subsidiaries or supervising, controlling and financing such subsidiary or subsidiaries (inclusive of any bodies corporate as are referred to in sub-paragraph (f) below) and its or their business or businesses and the conduct thereof;
- c. Power to alter, improve, develop, complete construct, modify, refurbish, or repair any building or land and to complete or undertake or concur in the completion or undertaking (with or without modification), any project in which the Mortgagor was concerned or interested prior to his appointment as the Receiver may think expedient and to apply for and obtain all planning

permissions building regulation approvals and any other permissions consents or licences in each case as he in his absolute discretion thinks fit;

- d. Power to sell, (whether by public auction or private treaty or otherwise) transfer, assign, lease vary, renew or surrender leases or accept surrenders of leases or otherwise dispose of the whole or any part of the Mortgaged Property or rights associated with the whole or any part or any other interest therein without the restriction imposed by Section 20 of the Conveyancing and Law Property Act 1881 or the need to observe any of the restrictions or other provisions of section 18 of the Conveyancing Act 188, and Section 3 of the Conveyancing Act 1911 and upon such terms as he shall think fit;
- e. Power to carry any sale, transfer, assignment lease variation, renewal or surrender of a lease or the acceptance of a surrender of a lease or other disposal of any land or buildings and other property and assets into effect by conveying, transferring, assigning or leasing in the name of the Mortgagor and for that purpose to enter into covenants and other contractual obligations in the name of and so as to bind the Mortgagor;
- f. Where the Mortgagor is a Company power to promote, or otherwise acquire the share capital of any body corporate with a view to such body corporate becoming a subsidiary of the Mortgagor and purchasing, leasing, or otherwise acquiring an interest in the whole or any part of the Mortgaged Property;
- g. Power to make any arrangement or compromise of claims as he shall think fit;
- h. Power to effect renew maintain or increase insurances;
- i. Power to take or defend any proceedings whatsoever in the names of the Mortgagor including (without prejudice to the generally of the foregoing) proceedings for the compulsory winding-up of the Mortgagor and proceedings for directions under Article 45 of the Insolvency (Northern Ireland) Order 1989.
- j. Power to settle, arrange, compromise or submit to arbitration any accounts claims questions or disputes whatsoever which may arise in connection with any business of the Mortgagor or the Mortgaged Property or in any way relating to this security.
- k. Power to employ, engage and appoint such managers and other employees and professional advisers on such terms as he shall think fit including without limitation power to engage his own firm in the conduct of the receivership;
- l. Power to raise or borrow money from the Lender or any other body to rank for payment in priority to the security hereby constituted and with or without a mortgage or charge on the Mortgaged Property or any part of it upon such terms as the receiver shall think fit;

- m. Power to operate any rent review in respect of any property in respect of which he was appointed or any part thereof and to apply for a new or extended tenancy;
- n. Where the Mortgagor is a company power to change the location of the Mortgagors registered offices;
- o. Power to make such elections for value added tax purposes as the Receiver shall in his absolute discretion think fit;
- p. Power upon having first obtained any necessary order of the court to eject from the Mortgaged Property the Mortgagor or any tenants of the Mortgagor workmen or other persons at or in possession of the Mortgagor Property who are there otherwise than with the written consent of the Lender upon such date as the Lender may enter into possession of the Mortgaged Property or cause a Receiver to be appointed in exercise of its statutory powers;
- q. Power to apply as between the Mortgagor and the Lender all monies received from a tenant of any furnished letting of the Mortgaged Property as being a payment made in respect of the Mortgaged Property and not in any part as being attributable to any furniture or fittings comprised in such letting and not forming part of the Mortgaged Property in any case where such letting is or becomes binding upon the Lender;
- r. Power to do all such other things as may seem to the Receiver to be incidental or conceive to any other power vested in hi or to be conducive to the realisation of the security hereby constituted; and
- s. Power to exercise any of the above powers on behalf of and in the name of the Mortgagor (notwithstanding any liquidation of the Mortgagor) or on the receiver's own behalf.
- t. Power to disclaim, abandon or disregard all or any outstanding contracts of the Mortgagor and to allow time for payment of any debt either with or without security.

8.5 In making any sale or other disposal of any of the Mortgaged Property in the exercise of their respective powers the Receiver may accept, as and by way of consideration for such sale or other disposal, cash, shares, loan capital or other obligations, including without limitation consideration fluctuating according to or dependant upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may be receivable in a lump sum or by instalments and upon receipt by the Receiver shall ipso facto be and become charged with the payment of the sums due from the Mortgagor to the Lender. Any contract for any such sale or other disposal by the Receiver may contain conditions excluding or restricting the personal liability of the Receiver. Plant, machinery and

other fixtures may be severed and sold in the exercise of their respective powers by the Receiver separately from the premises to which they are attached without any consent being obtained from the Mortgagor.

- 9.1 Section 20 of the Conveyancing and Law of Property Act 1881 shall not restrict the exercise by the Lender of the statutory power of sale conferred on it by Section 19 of the Act which power shall arise and may be exercise by the Lender at any time after the Lender has demanded payment in respect of any monies or liabilities hereby secured. The provisions of the Act relating to and regulating the exercise of the power of sale shall be varied and extended accordingly.
- 9.2 After demand for payment by the Lender in respect of any monies or liabilities hereby secured the Lender shall have the rights and powers specified in sub-clauses 8.3, 8.4 and 8.5 above.
10. Any Receiver appointed hereunder shall so far as the law allows be deemed to be the agent of the Mortgagor for all purposes and the Mortgagor shall be solely responsible for his acts defaults and remunerations and the Lender shall not be under any liability for his remuneration or otherwise. The remuneration of the Receiver shall be at such rates as may be agreed between him and the Lender at or at any time after his appointment and shall not be limited to the maximum rate specified in Section 24(6) of the Conveyancing and Law of Property Act 1881.
11. The Lender may appoint remove and replace a Receiver hereunder by writing under the hand of an employee of the Lender authorised to act in that behalf and any consent to be given by the Lender hereunder may be given by writing under the hand of an employee of the Lender authorised to act in that behalf.
12. 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 Property 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 Property 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 Property or any refusal withdrawal or modification of planning permission or approval relevant thereto or any control or limitation imposed upon or affecting the use of the Mortgaged Property 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.

13. The Mortgagor by way of further security hereby irrevocably appoints the Lender and each and every person to whom the Lender shall from time to time delegate the exercise of the power of attorney conferred by this clause and any Receiver appointed hereunder and for the time being holding office as such jointly and also severally to be the attorney or attorneys of the Mortgagor.

- a. To convey and assign the reversion and other estate and interest of the Mortgagor in the Mortgaged property
- b. And in the Mortgagor's name and otherwise on the Mortgagors behalf and as the Mortgagors act and deed to sign seal and execute deliver perfect and do all deeds instruments acts and things which may be required (or which the Lender or any Receiver appointed hereunder shall consider requisite) for carrying out any obligation imposed on the Mortgagor by or pursuant to this deed and generally for enabling the Lender and the Receiver to exercise the respective powers conferred on them by this deed or by law. The Lender shall have full power to delegate the power conferred by this clause but no such delegation by the Lender to any person shall preclude the subsequent exercise of such power by the Lender itself or any subsequent delegation thereof by the Lender to any other person and the Lender may revoke any such delegation at any time. The Mortgagor shall ratify and confirm all transactions entered into by the Lender or such delegate of the Lender or such Receiver in the exercise or purported exercise of the Lenders or Receiver's respective powers and all transactions entered into documents executed and things done by the Lender or such delegate or such Receivers by virtue of the power of attorney hereby granted. The power of attorney hereby granted is as regards the Lender its delegates and any such Receiver (and as the Mortgagor hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Deed to secure proprietary interests of and the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act (NI) 1971.

14. It is hereby agreed as follows:

- a. If default shall be made in repairing maintaining protecting or insuring as aforesaid the buildings and other works comprised in this security it shall be lawful for but not obligatory upon the Lender to repair maintain and protect or to insure and keep insured all or any of the said building or works.
- b. A demand for payment or any other demand or notice under this security may be made or given by any employee of the Lender authorised to act in that behalf and addressed to the Mortgagor and sent by post or left at the last known place of business or abode of the Mortgagor or at the option of the Lender if the Mortgagor is a company or an Industrial and Provident Society its registered office and if sent by post shall be deemed to have been made or given at noon on the day following the day the demand or notice was posted and notwithstanding that it was returned by the Post Office and (in the case of an individual) notwithstanding the death of the Mortgagor.

- c. The Lender may transfer the benefit of this security to any person and the total amount of the liabilities of the Mortgagor to the Lender at the time of the transfer shall be treated as principal money already due at that date.
 - d. Section 17 of the Conveyancing and Law of Property Act 1881 dealing with the consolidation of mortgagees shall not apply to this security.
 - e. All costs charges and expenses incurred hereunder by the Lender and any Receiver appointed by the Lender and all other monies paid by the Lender in perfecting or otherwise in connection with this security or in respect of the Mortgaged Property and all costs of the Lender of all proceedings for enforcement of the security hereby constituted or for obtaining payment of the monies and liabilities hereby secured (whether or not such costs charges expenses and monies or part thereof would be allowable upon a standard basis or full indemnity taxation by the Court) shall be recoverable from the Mortgagor as a debt and may be debited to any account of the Mortgagor and shall bear interest accordingly and shall be charged on the Mortgaged Property.
15. This security shall be continuing security notwithstanding any settlement of account or other matter whatsoever and is in addition to and shall not prejudice any rights of lien or set-off or other rights to which the Lender may be entitled apart from this security and shall not prejudice or affect any security which may have been created by any deposit of title deeds or other documents which may have been made with the Lender prior to the execution hereof relating to the Mortgaged Property or to any other property or any other security which the Lender may now or at any time hereafter hold in respect of the monies and liabilities hereby secured or any of them or any part thereof respectively.
16. Nothing herein shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security or contractual or other right which the Lender may at any time have for any money or liabilities due or incurred by the Mortgagor to the Lender or any right or remedy of the Lender thereunder and any receipt release or discharge of the security provided by or of any liability arising under this Deed shall not release or discharge the Mortgagor from any liability to the Lender for the same or any other monies which may exist independently of this Deed.
17. A certificate signed on behalf of the Lender shall be conclusive evidence of the amount due from the Mortgagor to the Lender on the date(s) specified in the certificate.
18. If the Mortgagor shall create in respect of the Mortgaged Property or any part thereof any subsequent mortgage lien or charge of which the Lender received actual or constructive notice the Lender may on receiving such notice forthwith open a new account or accounts with the Mortgagor and if the Lender does not in fact open such new account or accounts it shall nevertheless be treated as if it had done so at the

time when it received or was affected by such notice and as from time to time all payments made by the Mortgagor to the Lender shall be credited to the new account or accounts and such payments shall not operate to reduce the amount due from the Mortgagor to the Lender at the time when it received or was affected by the notice but this clause shall not prejudice any security which apart from this clause the Lender would have had for the discharge by the Mortgagor of liabilities incurred after that time.

19. If the Mortgagor is a company registered under the Companies Act or an Industrial and Provident Society registered under the Industrial and Provident Societies Acts the Mortgagor hereby certifies that this charge does not contravene any of the provisions of its Memorandum and Articles of Association or its Rules as the case may be.
20. The Mortgagor hereby agrees to indemnify the Lender and as a separate covenant any Receiver appointed by it and each nominee and delegate thereof against:
 - a. All existing and future rents taxes duties charges assessments impositions and outgoings whatever (whether imposed by Deed or statute or otherwise and whether of the nature of capital or revenue and even though of a wholly novel character) now at any time during the continuance of this security payable in respect of the Mortgaged Property or any part thereof or by the owner of the Mortgaged Property or any part thereof or by the owner or occupier thereof.
 - b. All liabilities costs charges and expenses incurred in the execution of the rights power authorities discretions and obligations vested by or pursuant to this Deed including but not limited to those relating to all actions proceedings claims and demands in respect of any matter or thing done or omitted in any way relating to this Deed.

If any such sums shall be paid by the Lender or any Receiver the same shall be paid by the Mortgagor on demand with interest from the time or respective times of the same having been paid or incurred by the Lender or the Receiver (as the case may be) and until payment by the Mortgagor the Mortgaged Property shall stand charged with the amounts so to be paid with interest as aforesaid.

21. None of the persons included in the expression "the Mortgagor" shall as against the Lender be entitled to any of the rights or remedies legal or equitable of a surety as regards the indebtedness or liabilities of any of the other persons included in the expression "the Mortgagor."
22. Neither this deed nor the security hereby created shall be discharged or otherwise affected by the total or partial invalidity or unenforceability of or any irregularity or defect in any rights the Lender may have or any security (whether by way of Mortgage guarantee or otherwise) which the Lender may hold in respect of all or any of the sums secured by this Deed nor by any legal limitation disability want of capacity of or affecting any other person agent or firm who the Lender may have any

rights against or make or take any security from (whether by way of mortgage guarantee or otherwise) in respect of all or any of the sum secured by this Deed; if at any time one or more provisions of this Deed becomes unenforceable in any respect under any law the validity legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

23. All monies received recovered or realised by the Lender under or pursuant to this Deed may be credited at the discretion of the Lender to any suspense or impersonal account and may be held in such account for so long as the Lender shall think fit (with interest accruing thereon at such rate (if any) as the Lender considers fit) pending their application at such time or times as the Lender may decide in or towards the discharge of sums secured by this Deed.
24. This Legal Charge shall be governed by and its terms constructed in accordance with the laws of Northern Ireland and the parties submit to the jurisdiction of the Northern Ireland Courts.
25. The Mortgagor hereby applies to the Registrar for the registration of a restriction upon all registered titles comprised in this Deed that no disposition or dealing by the proprietor(s) of the land shall be registered without the written consent of the Proprietor of this legal charge.
26. In this Deed where the context admits:-
 - (a) "The Mortgagor" includes the successors and assigns of the Mortgagor.
 - (b) "The Lender" includes its successors and assigns to the intent that this Deed shall constitute continuing security in favour of such successors and assigns as if it had been expressly named herein instead of the Lender.
 - (c) "Receiver" includes an administrative receiver for the purposes of the Insolvency (Northern Ireland) Order 1989.
 - (d) If "the Mortgagor" consists of two or more parties such expression shall throughout mean and include such two or more parties and each of them or (as the case may require) such two or more parties or any of them and shall so far as the context admits be construed as well in the plural as in the singular and all covenants charges agreements and undertakings herein expressed or implied on the part of the Mortgagor shall be deemed to be joint and several covenants charges agreements and undertakings by such parties. And in particular this security and the covenant in Clause 1 hereof and the remaining covenants charges agreements and undertakings herein contained or implied shall extend and apply to any monies owing or liabilities incurred by any of such parties to the Lender whether solely or jointly with each other or with any other person and references to the Mortgagor shall where the context permits mean and include any one or more of such parties as well as such parties jointly.

- (e) References to any statute include any statutory modification or re-enactment thereof for the time being in force and any orders regulations or directions for the time being in force which are issued or maybe thereunder.
- (f) The address of the Lender is care of 70 Main Street, Saintfield, Co. Down, BT24 7AB.



In Witness of which the parties to this deed have set their hands and/or affixed their seals,
the day and year first above written

The Schedule: The Lands at 93 Botanic Avenue, Belfast, being all the lands comprised in an
Indenture of Lease dated 2nd August 1949 and made between Margaret Winnifred Ellison of
the one part and Edith Grey of the other part.

The Lands at 95 Botanic Avenue, Belfast being all the lands comprised in an Indenture of
Lease dated 9th March 1950 and made between Margaret Winnifred Ellison of the one part
and George Frederick William Tinsdale of the other part.

Executed as a deed by
~~Sealed with the Common Seal of Coomealla Hospitality Limited Ltd~~
acting by Christine Loney, Director in the
presence of: -
and subscribed for it and on its

(name) CHRISTINE LONEY

(signature) Christine A. Loney Director

(name) ALISON REID, SOLICITOR WITNESS

(signature) Alison Reid

Board Approval

I hereby certify that the execution of this Legal Charge was

approved by a resolution of the Board of Directors of the

Mortgagor properly passed on (date) 25th June 2014

Signed Christine A. Loney (Secretary/Director)

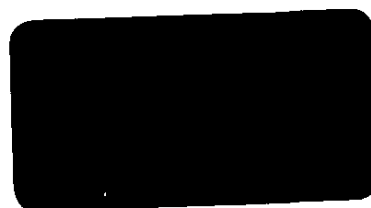
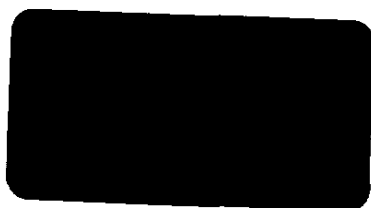
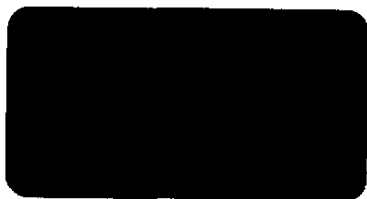
SIGNED AS A DEED BY THE SAID

in the presence of:-

Witness's signature _____

Address _____

Occupation: _____



The Lender acknowledges receipt of all monies intended to be secured by the within written deed, and hereby releases all that property comprised in or charged by the said deed.

In witness whereof of the signature of the Lender

Dated this day of in the year

David Bell

