

# MR01

## Particulars of a charge

COMPANIES HOUSE  
**FEE PAID**  
BELFAST



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 no  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

This form must be delivered to the Registrar for registration with  
**21 days** beginning with the day after the date of creation of the charge.  
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  
must be scanned and placed on the public record.

THURSDAY



\*J56CO8JV\*

JNI

05/05/2016

#10

COMPANIES HOUSE

### 1 Company details

Company number

Company name in full

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 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

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.

05 MAY 2016

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### Description

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.

#### Continuation page

Please use a continuation page if you need to enter more details.

Description

The sum of £8,000.00 (Eight thousand pounds) (or such other sums as may be held by the Chargee from time to time under the terms of the Rent Deposit Deed) as security for all liabilities of the Chargor as tenant from time to time outstanding in respect of breaches of tenant's covenants contained in the Lease described in the document or in respect of any loss or damage or other claim suffered by or made against the Chargee as landlord as a result of the determination of the Lease arising from the exercise of any right of re-entry or forfeiture or otherwise

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### Fixed charge or fixed security

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.

☒ Yes

☐ No

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### 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

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### Negative Pledge

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.

☐ Yes

☒ No

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Trustee statement <sup>①</sup>

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.

☐

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

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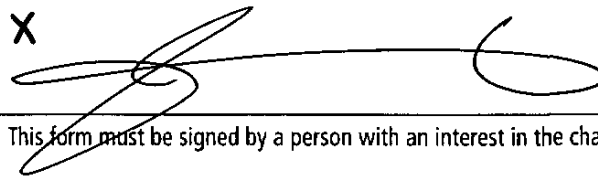
Signature

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**

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 **STEVEN COCKCROFT (Ref: SC/J34)**

Company name **JOHNS ELLIOT SOLICITORS**

Address **40 LINENHALL STREET**

Post town **BELFAST**

County/Region **ANTRIM**

Postcode **B T 2 8 B A**

Country **NORTHERN IRELAND**

DX **419 NR BELFAST**

Telephone **02890326881**



**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](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: NI634745

Charge code: NI63 4745 0001

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 3rd May 2016 and created by INGLOT RETAIL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 5th May 2016.

Given at Companies House, Belfast on 10th May 2016



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED THIS 3<sup>rd</sup> DAY OF MAY 2016

CARRAWAY BELFAST (NOMINEE A) LIMITED  
and  
CARRAWAY BELFAST (NOMINEE B) LIMITED

-and-

INGLOT RETAIL LIMITED

-----  
RENT DEPOSIT DEED  
-----

We hereby certify the within to be a true copy of  
the original document of which it purports to be  
a copy

Dated this 3<sup>rd</sup> day of May 2016

Signed Johns Elliot

JOHNS ELLIOT  
SOLICITORS

JOHNS ELLIOT  
SOLICITORS  
40 LINENHALL STREET  
BELFAST BT2 8BA

**THIS INDENTURE** made the 3<sup>rd</sup> day of May 2016  
**BETWEEN** the Landlord and the Tenant named in the particulars hereunder  
**SUPPLEMENTAL** to the Lease specified in the said particulars **WITNESSES** as follows:-

1. **PARTICULARS**

Landlord:	<b>CARRAWAY BELFAST (NOMINEE A) LIMITED and CARRAWAY BELFAST (NOMINEE B) LIMITED</b> whose registered offices are situate at 22 Grenville Street St. Helier Jersey in whom is vested the reversion immediately expectant upon the determination of the Term (and the expression includes the person for the time being entitled thereto)
Tenant:	<b>INGLOT RETAIL LIMITED</b> whose registered office is at 195 Lisburn Road, Belfast, BT9 7EJ in whom is vested the Term (and the expression includes the person in whom the Term is vested for the time being)
Premises:	Kiosk 08 CastleCourt Shopping Centre Royal Avenue Belfast more particularly described in the Lease
Lease:	the Lease dated the <u>3<sup>rd</sup></u> day of <u>May</u> 2016 made between (1) the Landlord (2) and the Tenant whereby the Premises were demised to the Tenant for the term of years and

subject to the rents and to the provisions therein contained

Deposit Sum: such sum as shall from time to time be equal to two months' rent plus value added tax thereon (being initially the sum of Eight thousand pounds (£8,000.00))

## **2. DEFINITIONS AND INTERPRETATION**

2.1 In this deed the following words and expressions shall have the following meanings:-

2.1.1 "Deposit Account" means either an interest bearing account opened in the name of the Landlord with Barclays Bank plc or such other bank or institution of the Landlord's choosing or such other account or fund on the money market as the Landlord may in its absolute discretion from time to time select (subject only to the necessity of having regard to the matters mentioned in Clause 3.2) wherein the Deposit Sum is for the time being lodged in accordance with the terms of this Deed

2.1.2 "Deposit Fund" means the balance credited to the Deposit Account from time to time

2.1.3 "Term" means the term of two years from date of commencement of the Lease

2.1.4 "Yearly Rent" means the yearly rent first reserved and made payable by the Lease

2.2 In this deed wherever the context so admits expressions defined in the particulars shall have effect



- 2.3 Where two or more persons comprise any party obligations expressed or implied to be made by or with such party shall be deemed to be made by or with such persons jointly and severally
- 2.4 words importing the singular meaning shall include the plural meaning and vice versa and words importing the masculine feminine and neuter genders shall include the other or others of such genders
- 2.5 Clause and paragraph headings are for convenience only and shall not affect the construction of this deed

**3. DEPOSIT FUND**

- 3.1 The Tenant shall upon the date hereof pay the Deposit Sum to the Landlord and upon receipt thereof the Landlord shall forthwith pay the same into the Deposit Account
- 3.2 The Landlord may at its discretion from time to time until the Deposit Fund has been repaid to the Tenant change the bank or institution with whom the Deposit Account is placed provided that in doing so the Landlord shall have regard to the interests of the parties under this deed and shall be entitled to give consideration on the one hand to the rates of interest offered and on the other hand to the security of the Deposit Account and the ease and efficiency of administration thereof and the ease with which deposits and withdrawals may be made thereto and therefrom
- 3.3 The Tenant shall cause the Deposit Fund at all times to be maintained in a sum equivalent to the Deposit Sum and if (whether as a result of any review of the Yearly Rent or as a result of any withdrawal by the Landlord pursuant to and in accordance with the provisions hereof or the fact that value added tax becomes payable on supplies under the Lease or the rate of such tax increases or any other cause whatsoever) the Deposit Fund is at any time less than the Deposit Sum the Tenant shall within seven days of the Landlord's notice in writing to that effect (and notwithstanding any dispute of any kind whatsoever as to any withdrawal from the Deposit Account by the Landlord)

deposit with the Landlord such sum as is necessary to increase the Deposit Fund to the Deposit Sum provided always that interest then accrued on the Deposit Fund shall not be paid to the Tenant under Clause 4.1 but instead shall be added to the Deposit Fund until such time as the Deposit Fund equals the Deposit Sum howsoever that may be effected

- 3.4 The Landlord shall be entitled to withdraw and retain all or any part of the Deposit Fund in or towards all liabilities of the Tenant from time to time outstanding in respect of breaches of the Tenant's covenants contained in the Lease or in respect of any loss or damage or other claim suffered by or made against the Landlord as a result of the determination of the Lease arising from the exercise of any right of re-entry or forfeiture or otherwise howsoever
- 3.5 The depositing of the Deposit Sum and any withdrawal by the Landlord from the Deposit Account and the receipt use and application thereof by the Landlord shall each be without prejudice to any of the rights and remedies of the Landlord under the Lease or under any statute or at common law and to the continuing liability of the Tenant to observe and perform all the Tenant's covenants contained in and the conditions of the Lease and the liability of any guarantor in respect thereof and (without prejudice to the generality of the foregoing) all rights of re-entry and forfeiture
- 3.6 In the event that the Tenant shall be wound up whether voluntarily (save for the purpose of reconstruction or amalgamation) or compulsorily or shall have an administration order made against it or if a receiver or administrative receiver shall be appointed of its undertaking or if the Tenant not being a corporation shall become unable to pay his debts for the purposes of the laws of insolvency it shall be lawful for the Landlord at any time thereafter to forfeit the Deposit Fund

#### **4. INTEREST**

- 4.1 All interest credited to the Deposit Account shall beneficially accrue to the Tenant and (subject to Clause 4.1.5) a return thereof shall be made in full to the Inland Revenue by the Tenant and tax shall be assessed on and be paid by the Tenant accordingly and such interest (less any amounts resorted to by

the Landlord pursuant to the proviso to Clause 3.3) shall be accountable by the Landlord to the Tenant within twenty eight days of receipt by the Landlord of a request by the Tenant for payment of such interest provided always that:-

4.1.1 a request for payment of interest shall be made by the Tenant not more than once in any twelve month period

4.1.2 no such interest shall be paid unless and until the Landlord has received the rents and all other sums payable under the Lease up to and including the due date for payment thereof then last past

4.1.3 subject to Clause 4.1.2 such interest shall be paid to the Tenant only to the extent that the interest credited to the Deposit Account shall cause the Deposit Fund to exceed the Deposit Sum

4.1.4 nothing herein shall preclude the Landlord from making a return to the Inland Revenue of the name and address of and the amount of interest beneficially accruing to the Tenant

4.1.5 if and so long as any statutory provision imposes on the Landlord a liability to account for tax on any interest accruing to the Deposit Account the Landlord shall deduct the relevant tax before accounting for interest in accordance with the provisions hereof

4.1.6 the Landlord may at its own discretion request and authorise that the interest accruing to the Deposit Account shall subject to Clause 4.1.2 be paid direct to the Tenant and not credited to the Deposit Account

4.2 Any tax assessable on the Tenant but required to be paid by the Landlord as the person in receipt of the relevant interest and any tax required to be deducted by the Landlord before any account is made for interest shall be paid or indemnified as the case may be by the Tenant to the Landlord on demand and if not so paid within fourteen days of such demand may be withdrawn by the Landlord from the Deposit Account any such withdrawal being first set against any accrued interest and to the extent that the said

interest is insufficient to meet the said expenses thereafter set against the Deposit Fund

**5. TERMINATION**

5.1 On any assignment of the Landlord's interest in reversion the Landlord shall at its discretion either:-

5.1.1 procure a direct covenant by the transferee of such reversionary interest with the Tenant that such transferee shall observe and perform the obligations herein contained or

5.1.2 repay the Deposit Fund to the Tenant

and in either case the liabilities of the Landlord as named herein shall forthwith cease and determine

5.2 Subject as aforesaid the amount (if any) standing to the credit of the Deposit Account shall be repaid to the Tenant seven days after the expiration of the Term in accordance in all respects with the covenants and obligations of the Tenant under the Lease and having paid all rents and other sums thereunder

**6. CHARGE ON DEPOSIT**

The Tenant hereby warrants to the Landlord that the Deposit Fund is free from any charge or incumbrance and that no consent of any prior mortgagee is required for the creation of this charge and the Tenant with full title guarantee hereby charges to the Landlord by way of legal mortgage the Deposit Fund as a continuing security for the obligations of the Tenant under the Lease and this Deed

**7. ATTORNEY**

The Tenant by way of security for the performance of the Tenant's covenants and obligations contained in this Deed appoints the Landlord (or such person

or persons authorised in writing by the Landlord) to act as the Tenant's attorney to take any action in the name of the Tenant or otherwise in respect of the Deposit Fund which the Landlord may reasonably and properly specify for the purposes of ensuring such performance

## **8. GENERAL**

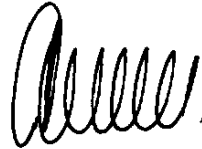
- 8.1 All expenses properly incurred by the Landlord whether due to the employment of agents or otherwise in maintaining the Deposit Account shall be paid or indemnified as the case may be by the Tenant to the Landlord on demand and if not so paid within fourteen days of such demand may be withdrawn by the Landlord from the Deposit Account any such withdrawal being first set against any accrued interest and to the extent that the said interest is insufficient to meet the said expenses thereafter set against the Deposit Fund
- 8.2 Without prejudice to the generality of the definition herein of "Tenant" every liability of the Landlord hereunder to make any account or payment to the Tenant shall be discharged by making the account or payment to the person in whom the Lease is then vested (including any mortgagee in possession) and the Tenant shall not as against the Landlord be entitled to repayment of the Deposit Fund on any assignment of the Lease but shall instead if it so desires obtain repayment of an equivalent sum from the person to whom it assigns the Lease
- 8.3 The condition for re-entry and forfeiture contained in the Lease shall also be exercisable on any breach by the Tenant of any of the provisions herein contained and on the part of the Tenant to be observed and performed

**EXECUTED** as a Deed by  
**CARRAWAY BELFAST (NOMINEE A)**  
**LIMITED** acting by two Directors

Director  
Director's Name Matthew Torode



Director  
Director's Name David Grose



**EXECUTED** as a Deed by  
**CARRAWAY BELFAST (NOMINEE B)**  
**LIMITED** acting by two Directors

Director  
Director's Name Matthew Torode



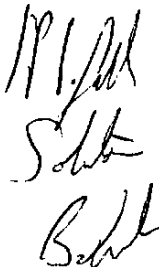
Director  
Director's Name David Grose



**EXECUTED** (but not delivered until  
the date hereof) as a deed by the  
Tenant by the <sup>ACTING BY</sup> affixing of its  
~~one DIRECTOR~~  
~~Common Seal~~ in the presence of:-

  
Director

Secretary

  
P.I. [Signature]  
S. [Signature]  
B. [Signature]