

MR01

Particulars of a charge

COMPANIES HOUSE

FEE PAID

BELFAST

M



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

✓ **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 MR09

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

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



You **must** enclose a certified copy of the instrument with this form
scanned and placed on the public record. **Do not send the original**



JNI *J7IUVOOX* #21
16/11/2018
COMPANIES HOUSE

FRIDAY

1 Company details

Company number N I 6 3 6 2 8 3

Company name in full BELLE ASSETS LIMITED

For official use
0007

→ **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 d 0 d 7 m 1 m 1 y 2 y 0 y 1 y 8

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 THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND
(AS SECURITY TRUSTEE)

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.

COMPANIES HOUSE
BELFAST
16 NOV 2018
RECEPTION DESK

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. Brief description	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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
6	Floating charge Is the instrument expressed to contain a floating charge? Please tick the appropriate box. <input type="checkbox"/> Yes Continue <input checked="" type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> 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. <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
8	Trustee statement You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge. <input type="checkbox"/>	● This statement may be filed after the registration of the charge (use form MR06).
9	Signature Please sign the form here. Signature X DWF (NI) LLP 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 **BETH GARRETT**

Company name **DWF (NORTHERN IRELAND) LLP**

Address **42 QUEEN STREET**

Post town **BELFAST**

County/Region **COUNTY ANTRIM**

Postcode **B T 1 6 H L**

Country **NORTHERN IRELAND**

DX **439 NR BELFAST 1**

Telephone **02890 230230**



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: NI636283

Charge code: NI63 6283 0007

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 7th November 2018 and created by BELLE ASSETS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th November 2018.

Given at Companies House, Belfast on 21st November 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED THIS 7th DAY OF November 2018

BELLE ASSETS LIMITED (1)

**THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND (2)
(AS SECURITY TRUSTEE)**

CHARGE OVER LICENCES

Bank of Ireland 

40 Mespil Road

Dublin 4

We hereby certify that this
is a true copy of the original

Date: ...14/11/2018.....

Signed: ...DWF (NI) LLP.....
DWF (NI) LLP

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THIS CHARGE is dated the 7th day of November 2018
and made **BETWEEN**:

- (1) **BELLE ASSETS LIMITED** (Company number NI636283) whose registered office is at 46 Duncrun Road, Limavady, County Londonderry, Northern Ireland, BT49 0JD ("the Borrower"); and
- (2) **THE GOVERNOR AND COMPANY OF THE BANK OF IRELAND** having its registered office at 40 Mespil Road, Dublin 4, Ireland and with an address for service in Northern Ireland is at 1 Donegall Square South, Belfast BT1 5LR (hereinafter called "the Bank" which expression shall include its successors and assigns and persons deriving title under it) as security trustee for each of The Governor and Company of the Bank of Ireland aforesaid and Bank of Ireland (UK) PLC (company number 07022885) whose registered office is at Bow Bell House, 1 Bread Street, London EC4M 9BE to the extent that any monies or obligations are owed to them (together "the Secured Parties" and each a "Secured Party" which expressions where the context admits shall include their successors and assigns from time to time) of the other part.

1. Definitions and Interpretation

- 1.1 In this Charge unless the context otherwise requires:

"**CA 1881**" means the Conveyancing and Law of Property Act 1881;

"**Default Rate**" means such rate as the Secured Parties may from time to time at their sole discretion determine;

"**Encumbrance**" means any mortgage charge pledge lien assignment hypothecation security interest title retention preferential right or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment;

"**Facility Letter**" means the letter dated 20 between the Borrower and the relevant Secured Party;

"**Licences**" means each and every Licence, details of which are set out in **Schedule 1**, as renewed, amended, varied, extended or supplemented from time to time now or hereafter held by the Borrower;

"**Properties**" means the freehold and leasehold properties benefiting from the Licences, details of which are set out in the column headed "Premises" in **Schedule 1**;

"**Secured Liabilities**" means all monies obligations and liabilities whatsoever whether for principal interest or otherwise in whatever currency which may now or at any time in the future be due owing or incurred by the Borrower to the Secured Parties or either of them whether actual or contingent and whether alone severally or jointly as principal guarantor surety or otherwise and in whatever name or style and whether on any current or other account or in any other manner whatsoever.

- 1.2 All terms defined in the Facility Letter which are used in this Charge shall bear the same meaning as in the Facility Letter unless the context requires otherwise provided that, in the event of any conflict between the meaning of

any term as defined in the Facility Letter and any term as defined in this Charge, the definition in this Charge shall prevail.

- 1.3 References to Clauses and Schedules are to the clauses and schedules to this Charge.
- 1.4 Clause headings are inserted for ease of reference only and are not to affect the interpretation of this Charge.
- 1.5 Except to the extent the context otherwise requires any reference in this document to "this Charge" and any other document referred to in it includes any document expressed to be supplemental to or collateral with or which is entered into pursuant to or in accordance herewith or therewith and shall be deemed to include any instruments amending varying supplementing novating or replacing the terms of any such documents from time to time.
- 1.6 References to a person are to be construed to include corporations firms companies partnerships individuals associations states and administrative and governmental and other entities whether or not a separate legal entity.
- 1.7 References to any person are to be construed to include references to that *person's successors transferees and assigns whether direct or indirect.*
- 1.8 References to any statutory provision are to be construed as references to that statutory provision as amended supplemented re-enacted or replaced from time to time (whether before or after the date of this Charge) and are to include any orders regulations instruments or other subordinated legislation made under or deriving validity from that statutory provision.
- 1.9 The words "other" and "otherwise" are not to be construed ejusdem generis with any foregoing words where a wider construction is possible.
- 1.10 The words "including" and "in particular" are to be construed as being by the way of illustration or emphasis only and are not to be construed as, nor shall they take effect as, limiting the generality of any foregoing words.
- 1.11 Where there is more than one person or company acting as the Borrower, the liability of each such person or company hereunder shall be joint and several and every agreement, undertaking, covenant, representation and warranty on the part of the Borrower shall be construed accordingly and all references to the Borrower herein shall where the context requires or admits be construed as references to all or any one or more of them. If the whole or any part of this Charge be now or hereafter unenforceable against any individual person or company acting as the Borrower for any reason whatsoever or if this Charge is not executed by any individual person or company acting as the Borrower or if any individual person or company acting as the Borrower is released or if the Bank as security trustee for the Secured Parties, or any Secured Party, decides in its absolute discretion not to pursue all or any of its rights against any individual person or company acting as the Borrower, this Charge shall nevertheless be and remain fully binding upon and enforceable against each of the other persons or companies listed as the Borrower as if it had been made by the Bank with only such other persons or companies.

2. Covenant to Pay

- 2.1 The Borrower covenants with the Bank as security trustee for the Secured Parties that it will on demand pay and discharge the Secured Liabilities when due to the relevant Secured Party.
- 2.2 The Borrower shall pay interest to the date of payment or discharge (notwithstanding any demand or any judgment obtained by a Secured Party or the Bank in its capacity as security trustee, or the liquidation or administration of or any arrangement or composition with creditors by the Borrower) at the rate or rates applicable under the agreements or arrangements giving rise to the relevant obligations or liabilities or if no such rate or rates specified at the Default Rate upon such days and upon such terms as the Bank may from time to time determine. Such interest shall be compounded in the event of it not being punctually paid in accordance with the usual practice of the Bank but without prejudice to the right of the Bank to require payment of such interest.
- 2.3 All sums payable by the Borrower under this Charge shall be paid without any set-off counterclaim withholding or deduction whatsoever unless required by law in which event the Borrower will simultaneously with making the relevant payment under this Charge pay to the Bank as security trustee for the Secured Parties such additional amount as will result in the receipt by the Secured Parties of the full amount which would otherwise have been receivable and will supply the Bank promptly with evidence satisfactory to the Bank and to the Secured Parties that the Borrower has accounted to the relevant authority for the sum withheld or deducted.

3. Charge

- 3.1 The Borrower as Beneficial Owner and as a continuing security for the payment and discharge of the Secured Liabilities MORTGAGES AND CHARGES unto the Bank as security trustee for the Secured Parties by way of first fixed charge the benefit of the Licences and the full right to recover and receive all compensation which may at any time become payable to the Borrower (or any nominee or nominees of the Borrower) on account of the non-renewal of the Licences.
- 3.2 The Borrower hereby CHARGES AND ASSIGNS unto the Bank as security trustee for the Secured Parties all of the Borrower's rights, title and interests in and benefits under (but not obligations under) the Licences and the full benefit of all rights and remedies relating thereto.

4. Representations Warranties and Covenants by the Borrower

- 4.1 The Borrower represents and warrants to the Bank, and as a separate representation and warranty with each Secured Party, and undertakes that:
 - 4.1.1 it is and will be the sole absolute and beneficial owner of all the Licences free from Encumbrances as Beneficial Owner and will not create or attempt to create or permit to arise or subsist any Encumbrance (other than this Charge) on or over the Licences or any of the Properties;

Section 19 of the CA 1881 immediately on the execution of this Charge and Section 20 of the CA 1881 (restricting the power of sale) Section 24 of the CA 1881 (restricting the power to appoint a receiver) and Section 17 of the CA 1881 (restricting the right of consolidation) shall not apply to this Charge.

- 5.4 For the avoidance of doubt, the powers conferred on any receiver appointed hereby shall be extended to permit the receiver to exercise all powers as are described in Schedule 1 to the Insolvency (Northern Ireland) Order 1989 in respect of the money standing to the credit of the Rent Account, whether or not said receiver is an "administrative receiver" as defined in the Insolvency (Northern Ireland) Order 1989 and shall include, without prejudice to the generality of the aforementioned, the right to enter the premises to which the Licences attach for the purpose of protecting and preserving the Licences and continuing trade thereunder.

6. Power of Attorney

- 6.1 The Borrower by way of security irrevocably appoints the Bank to be the attorney of the Borrower (with full powers of substitution and delegation) for the Borrower and in its name or otherwise and on its behalf and as its act and deed to sign seal execute deliver perfect and do all deeds instruments notices documents acts and things which the Borrower may or ought to do under the covenants and provisions contained in this Charge and generally in its name and on its behalf to exercise all or any of the powers authorities and discretions conferred by or pursuant to this Charge or by the CA 1881 on the Bank and to execute and deliver and otherwise perfect any deed assurance agreement instrument or act which it may deem proper in the exercise of all or any of the powers authorities and discretions conferred on the Bank pursuant to this Charge.
- 6.2 The Borrower ratifies and confirms and agrees to ratify and confirm anything such attorney shall lawfully and properly do or purport to do by virtue of Clause 8.1 and all money expended by any such attorney shall be deemed to be expenses incurred by the Bank as security trustee for the Secured Parties under this Charge.

7. Further Assurances

Without prejudice to anything else contained in this Charge the Borrower shall at any time at the request of the Bank but at the cost of the Borrower promptly sign seal execute deliver and do all deeds instruments notices documents acts and things in such form as the Bank may from time to time require for perfecting or protecting the security over all or any of the Licences or for facilitating its realisation.

8. Currency Indemnity

If under any applicable law or regulation or pursuant to a judgment or order being made or registered against the Borrower or the liquidation of the Borrower or without limitation for any other reason any payment under or in connection with this Charge is made or falls to be satisfied in a currency (the "payment currency") other than the currency in which such payment is

expressed to be due under or in connection with this Charge (the "contractual currency") then to the extent that the amount of such payment actually received by the Bank when converted into the contractual currency at the rate of exchange falls short of the amount due under or in connection with this Charge the Borrower as a separate and independent obligation shall indemnify and hold harmless the Bank and the Secured Parties against the amount of such shortfall. For the purposes of this Clause "rate of exchange" means the rate at which the Bank is able on or about the date of such payment to purchase, in accordance with its normal practice, the contractual currency with the payment currency and shall take into account (and the Borrower shall be liable for) any premium and other costs of exchange including any taxes or duties incurred by reason of any such exchange.

9. Costs

All costs charges and expenses incurred by the Bank and each Secured Party in relation to this Charge or the Secured Liabilities shall be reimbursed by the Borrower to the Bank (both in its own capacity and as security trustee for the Secured Parties) on demand on a full indemnity basis and until so reimbursed shall carry interest as mentioned in Clause 2 from the date of payment by the Bank or Secured Party as applicable to the date of reimbursement.

10. Miscellaneous

- 10.1 No delay or omission on the part of the Bank in exercising any right or remedy under this Charge shall impair that right or remedy or operate as or be taken to be a waiver of it nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Charge of that or any other right or remedy.
- 10.2 The Bank's rights under this Charge are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Bank deems expedient.
- 10.3 Any waiver by the Bank of any terms of this Charge or any consent or approval given by the Bank under it shall only be effective if given in writing and then only for the purpose and upon the terms and conditions (if any) on which it is given.
- 10.4 The security constituted by this Charge shall be in addition to and shall not be prejudiced determined or affected by nor operate so as in any way to determine prejudice affect or merge in any Encumbrance which the Bank as security trustee for the Secured Parties may now or at any time in the future hold for or in respect of the Secured Liabilities or any of them and shall not be prejudiced by time or indulgence granted to any person or any abstention by the Bank or a Secured Party in perfecting or enforcing any remedies securities guarantees or rights it may now or in the future have from or against the Borrower or any other person or any waiver release variation act omission forbearance unenforceability indulgence or invalidity of any such remedy security guarantee or right.
- 10.5 If at any time any one or more of the provisions of the Charge is or becomes illegal invalid or unenforceable in any respect under any law of any jurisdiction

neither the legality validity or enforceability of the remaining provisions of this Charge nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.

- 10.6 Any statement certificate or determination of the Bank or by the relevant Secured Party as to the Secured Liabilities the Licences or without limitation any other matter provided for in this Charge shall be in the absence of manifest error be conclusive and binding on the Borrower.

11. Notices

- 11.1 Any notice or demand to be given or made by or to the Bank or the Borrower hereunder shall be deemed to have been properly given or made if delivered personally or if sent by pre-paid post to the last known address of the party to be served or to such other address as the Bank or the Borrower respectively may notify in writing to the other or to the registered office of the Borrower or to any one of its principal places of business for the time being.
- 11.2 Any notice or demand which is sent by pre-paid post shall be deemed to have been properly served on the addressee at the time at which it would have been delivered in the ordinary course of post, notwithstanding that it shall be undelivered or returned undelivered, and in proving such service it shall be sufficient to prove that the notice or demand was properly addressed and posted.

12. Governing Law and Jurisdiction

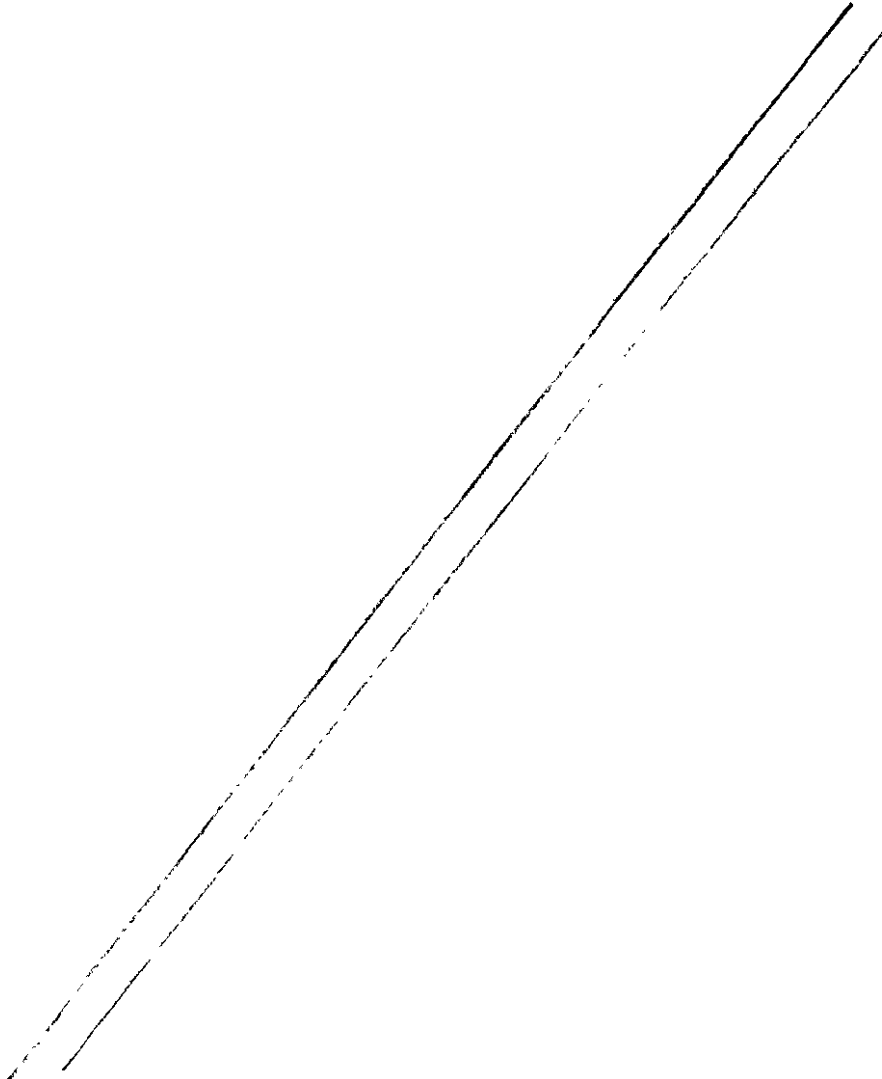
This Charge is governed by and shall be construed in accordance with Northern Irish law and the parties hereto submit to the exclusive jurisdiction of the Courts of Northern Ireland.

IN WITNESS whereof the Borrower has executed and delivered this Charge as a Deed the day and year first before written.

SCHEDULE 1

LICENCES

Proprietor	Premises	Date for Renewal
Belle Assets Limited	The Mallard Bar, 401 Seacoast Road, Limavady	30 th September 2022



PRESENT WHEN the common seal of the Borrower was affixed hereto the day and year first herein written:

The Common Seal of

BELLE ASSETS LIMITED

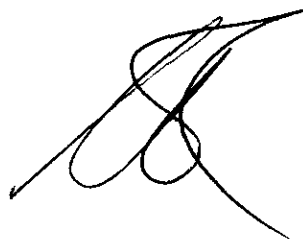
was affixed hereto pursuant to a resolution
of its board of directors in the presence of:

OR

EXECUTED AS A DEED by

BELLE ASSETS LIMITED

acting pursuant to a Resolution of
its Board of Directors by

A handwritten signature in black ink, consisting of a series of loops and a long horizontal stroke extending to the right.

Director

A handwritten signature in black ink, starting with a large 'X' and followed by a series of loops and a long horizontal stroke extending to the right.

Director / Secretary

OR

(continued overleaf)

EXECUTED AS A DEED by

BELLE ASSETS LIMITED

acting by

, a Director

Director



in the presence of:

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness