

# MR01

## Particulars of a charge



JNI 17/10/2014 #12  
COMPANIES HOUSE  
JNI 30/09/2014 #175  
COMPANIES HOUSE

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

You can use the WebFil  
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 the  
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 NI059226  
Company name in full DMAC HOMES LIMITED

For official use  
0006  
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 16/09/2014

### 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 HUGH McWILLIAMS

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.

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## Particulars of a charge

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## 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

FARM LAND AT GLEN ROAD, MAGHERA  
COMPRISED IN FOLIOS 8574, 8582, 8583,  
LY 97583, LY 99854 AND PART OF  
FOLIO LY94179

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

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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 *Pauline, P. A. Duffly +10* X

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

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## 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	PAULA McGLONE
Company name	P.A. DUFFY + CO
	SOLICITORS
Address	27-29 BROAD ST
Post town	MAGHERAFELT
County/Region	DERBY
Postcode	BT 4 1 6 EB
Country	N. IRELAND
DX	3303 NR MAGHERAFELT
Telephone	028 79 633433

**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: NI59226

Charge code: NI05 9226 0006

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 16th October 2014 and created by DMAC HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th October 2014.

Given at Companies House, Belfast on 20th October 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

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

Date:

16<sup>th</sup> October 2014

**Definitions**

**Mortgagor:** DMAC Homes Limited having its registered office at 103 Glen Road, Maghera, Co. Derry, BT46 5JG.

**Lender:** Hugh Mc Williams of 28 Five Mile Straight, Draperstown, Magherafelt, County Londonderry, BT45 7EG.

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

**Property:** Description: Farm land at Glen Road, Maghera.

County: LONDONDERRY

Folio(s): 8574, 8582, 8583, LY97583, LY99854 and that part of Folio LY94179 edged red on the map attached hereto.

Tenure: Freehold

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

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

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

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

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

**Charge**

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

- 1.1.1 **Grants**, conveys, transfers and demises to the Lender all that and those its Property, title to which is not registered or registerable in the Land Registry pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 to hold the same as to so much thereof as is of freehold tenure unto the Lender in fee simple and as to so much thereof as is of leasehold tenure unto the Lender for the residue of the respective terms of years for which the Mortgagor from time to time holds the same less the last three days of each such term, subject to the proviso for redemption provided that the Mortgagor hereby declares that it shall henceforth stand possessed of such of the Property as is of leasehold tenure for the last three days or respective last days of the term or terms of years for which the same is held by it, and for any further or other interest which it now has or may hereafter acquire or become entitled to in the same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever, in trust for the Lender and to be conveyed assigned or otherwise dealt with whether to the Lender or its nominee or otherwise as the Lender shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property, and the Mortgagor hereby further authorises the Lender as mortgagee during the continuance of this security to remove it or any other person from being a trustee in respect of the trust hereinbefore declared and to appoint the Lender or any other person or persons to be a trustee or trustees in respect of the said property, and whereupon to make a declaration vesting all and any of its estate and interest in the said property in such new trustee or trustees, and so (but without prejudice to the generality of the foregoing) that any such trustee or trustees, may be any receiver or receivers of the Property appointed by the Lender under the powers herein contained PROVIDED FURTHER that the Mortgagor hereby irrevocably appoints the Secretary for the time being of the Lender to be its attorney, in its name and on its behalf, and as its act and deed to sign seal and deliver and otherwise perfect every or any Deed of Conveyance of the leasehold reversion which may be desired by the Lender, in order to vest in the Lender or in any person or persons in trust as agent for the Lender, subject as aforesaid, or in any purchaser of the Property or any part thereof, the said leasehold reversion and any further or other interest which the Mortgagor now has or may hereafter acquire or become entitled to in the said leasehold premises or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever;
- 1.1.2 **Charges** to the Lender all that and those its Property registered under the Land Registration Act (Northern Ireland) 1970 both present and future including, without prejudice to the generality of the foregoing, its registered land with the payment, performance and discharge of the Mortgagor's Obligations;
- 1.2 **Charges** and Assigns to the Lender by way of fixed charge if the Mortgagor is not an individual:-
- 1.2.1 **All** the fixtures and fittings of the Mortgagor from time to time attached to the Property
- 1.3 **Charges** and Assigns to the Lender by way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets

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

- 2.1 **The** Mortgagor will keep the Property and the Charged Assets in good condition and comprehensively insured to the Lender's reasonable satisfaction for their full reinstatement cost and in default the Lender (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property and the Charged Assets. The Mortgagor will deposit with the Lender the insurance policy or where the Lender agrees a copy of it
- 2.2 **The** Mortgagor will not without the prior written consent of the Lender make any alteration to the Property which would require Planning Permission or approval under any Building Regulations

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

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

- 3.1 **The** Mortgagor will not without the Lender's prior written consent:-
- 3.1.1 **Create** or permit to arise any mortgage charge or lien on the Property the Charged Assets or the Goodwill
- 3.1.2 **Grant** or accept a surrender of any lease or licence of the Property the Charged Assets or the Goodwill
- 3.1.3 **Dispose** of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill
- 3.2 **If** the Lender does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of Registered Land this will require registration and will be a public document
- 3.3 **The** Mortgagor hereby applies and consents to the Lender applying to the Land Registry to enter an inhibition in the folio(s) of any registered land at any time forming part of the Property, that all dealings with the said lands are (save and except dealings overriding the registered ownership) inhibited unless consented to by the Lender in writing, whose address in the United Kingdom for service of notice is care of Simmons, Meglaughlin & Orr LLP, 20 Northland Row, Dungannon, County Tyrone, BT71 6BL.

### **Powers of the Lender**

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

4.8 **Despite** any term to the contrary in relation to any deposit or credit balance on any account of the Mortgagor with the Lender that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Mortgagor before all the Mortgagor's Obligations have been discharged but the Lender may without prejudice to this deed permit the Mortgagor to make withdrawals from time to time

4.9 **The** Lender may exchange or convert to the Required Currency any currency held or received

#### **Receivers**

5.1 **Any** Receiver appointed by the Lender shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally:-

5.1.1 **To** take possession of and generally manage the Property and the Charged Assets and any business carried on at the Property

5.1.2 **To** carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment

5.1.3 **To** purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land

5.1.4 **To** sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property the Charged Assets and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property

5.1.5 **To** carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor

5.1.6 **To** take continue or defend any proceedings and enter into any arrangement or compromise

5.1.7 **To** insure the Property and the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen

5.1.8 **To** employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies

5.1.9 **To** borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers

5.1.10 **To** do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property the Charged Assets and the Goodwill

5.2 **If** the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property. The Receiver will account to the Lender for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Lender to the Mortgagor

5.3 **A** Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 24(8) of the Conveyancing Act 1881



## **Power of Attorney**

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

## **Appropriation**

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

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

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

## **Memorandum and Articles of Association**

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

## **Notices**

- 10.1 **Any** notice or demand by the Lender may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Lender or if the Mortgagor is
- 10.1.1 **A** company may be served personally on any of its directors or its secretary
- 10.1.2 **A** limited liability partnership may be served personally on any of its members
- 10.2 **A** notice or demand by the Lender by post shall be deemed served on the day after posting
- 10.3 **A** notice or demand by the Lender by fax shall be deemed served at the time of sending
- 10.4 **The** address of the Lender in the United Kingdom for service of notices is care of Simmons, Meglaughlin & Orr LLP, 20 Northland Row, Dungannon, County Tyrone, BT71 6BL.

## **Governing Law**

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

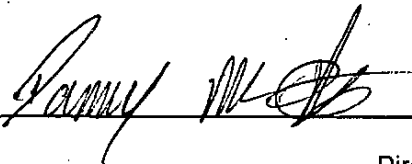
## **Interpretation**

- 12.1 **The** expressions "Mortgagor" and "Lender" where the context admits include their respective successors in title and assigns

- 12.2 If two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Mortgagor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Lender of the other or others of them
- 12.3 **References** to the "Property" and the "Charged Assets" include any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same. The "Property" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property
- 12.4 **Interest** will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select
- 12.5 **Each** of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

**In Witness** of which this deed has been duly executed

Executed as a Deed on behalf of  
DMAC Homes Limited in the presence of:

  
\_\_\_\_\_  
Director

Witness' name in full PAULA McGLONE

Signature 

Address 27-29 BROAD ST

MAGHERA FELT BT45 6EB

Occupation Solicitor

I confirm that I am a solicitor acting for the Mortgagor and that prior to the execution of this deed I explained its nature, content and effect and the practical implications of signing it to the Mortgagor and the Mortgagor informed me that they wished to proceed with the transaction

Signature [Signature] Date of Signature 16<sup>th</sup> Oct 2014

Name PAUL A McGLONE

Firm P. A. DUFFY + Co

Address 27-29 BROAD ST. MAGHERAFELT BT45 6EB

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

**REGISTERED LAND**

LAND REGISTRY:

FOLIO(S):

COUNTY:

REGISTERED OWNER:

REGISTERED OWNER  
OF CHARGE:

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

Dated \_\_\_\_\_

**Signed Sealed and Delivered by**

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

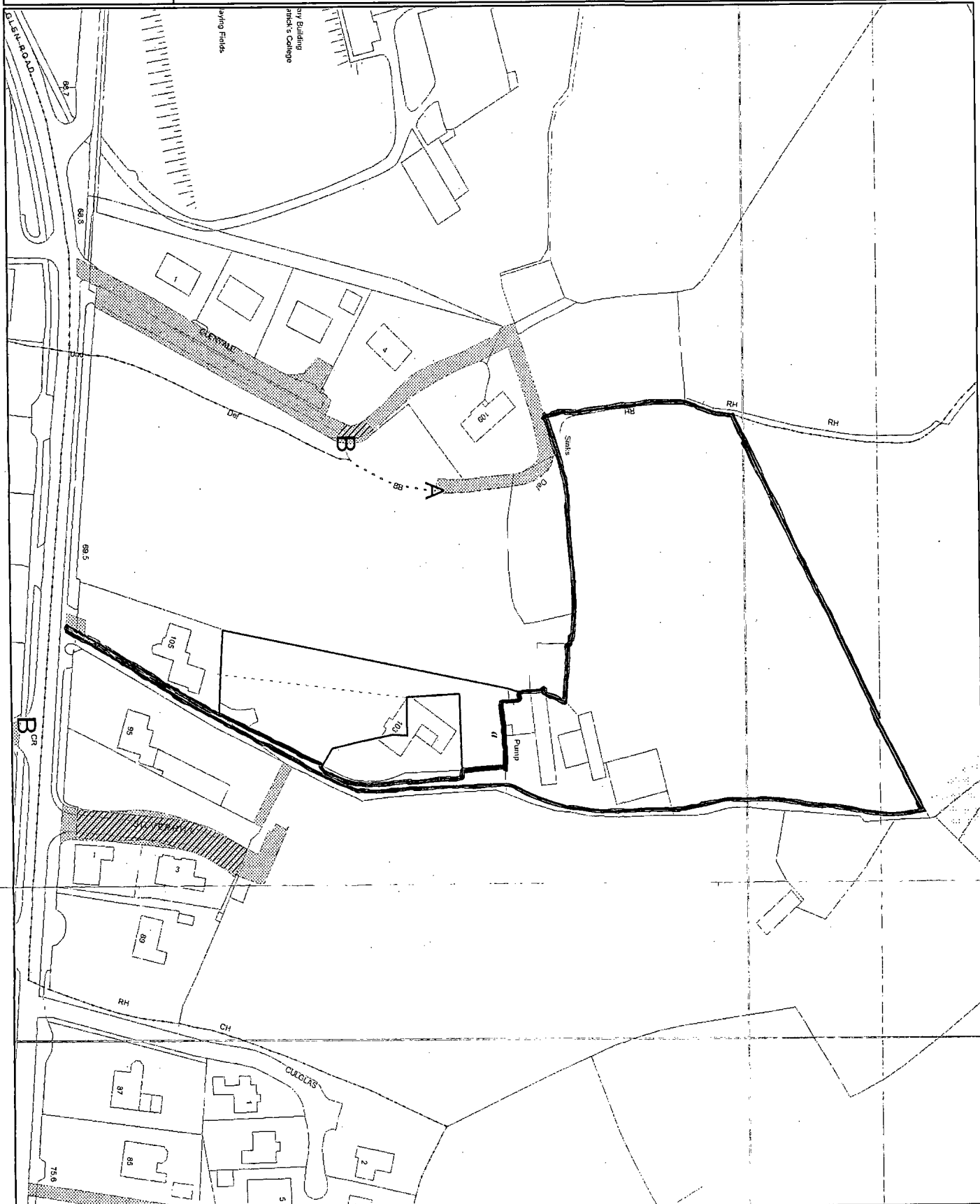


Date: 15 Oct 2014  
Country: Londonberry  
Folio: LY94179  
Scale: 1:1250  
Our Ref: 2014/628219  
Your Ref: PMG/DMAC/SCC53  
Map Ref(s): 15.10.14  
06509SW, 06509SW4, 06513NW,  
06513NW1, 06513NW2

Key to folio labels:  
" - 1,194179

[illegible]

Crown Copyright Reserved



We hereby certify this  
document is a true copy  
of the original  
Dated this 16<sup>th</sup> day of  
October 2014.

Signed: Paula McGlane  
P. A. Duffy + Co

P.A. Duffy & Co.  
Solicitors  
27-29 Broad Street  
Magherafelt  
BT45 6EB