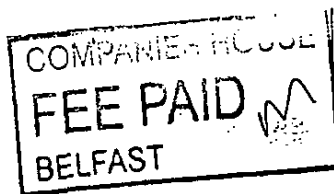


MR01

Particulars of a charge

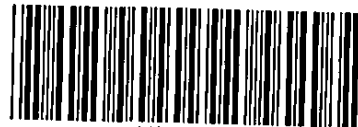


Companies House

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

You can use the Web
Please go to www.companieshouse.gov.uk

TUESDAY



JNI *J3HI83L6* #174
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
You may not use this form to
register a charge where
instrument. Use form N

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

0005

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date

14/09/2014

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.

MR01

Particulars of a charge

4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

DEVELOPMENT SITE AT 103
GLEN ROAD, MAGHERA COMPRISED
IN FOLIOS 8577 + LY108194
CO. DERRY

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

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 *for P. A. Duffly & Co.* 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 **PAULA M'GLONE**

Company name **P. A. DUFFY + CO**

SOLICITORS

Address **27-29 BROAD ST**

Post town **MAGHERAFELT**

County/Region **DERRY**

Postcode **BT41 6EB**

Country **N. IRELAND**

DX **3303 NR MAGHERAFELT**

Telephone **028 796 33433**



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

We hereby certify this Document
is a true copy of the original
Dated this 29th day of August 2014

Signed: Paula McGilane
P. A. Duffy + Co



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI59226

Charge code: NI05 9226 0005

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 11th September 2014 and created by DMAC HOMES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th September 2014.

Given at Companies House, Belfast on 2nd 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:

17th September 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: Development site at 103 Glen Road, Maghera

County: LONDONDERRY

Folio(s): 8577, LY108194

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:

Penny Mc Elroy

Director

Witness' name in full PAULA M'ELROY

Signature *Paula*

Address 27-29 BROND ST,

MAGHERAFELT BT15 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 *Paula McGlone* Date of Signature 9/9/14

Name PAULA MCGLONE

Firm P. A. DUFFY + CO

Address 27-29 BROAD STREET, 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

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

Dated this 29th day of Aug 2014

Signed: Paula McGlone
P. A. Duffy & Co

P.A. Duffy & Co.

Solicitors

27-29 Broad Street

Magherafelt

BT45 6EB