

# MR01

## Particulars of a charge

COMPANIES HOUSE  
**FEE PAID**  
BELFAST



Companies House



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is 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 MR08.

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

This form must be delivered to the Registrar for registration withi  
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 accompani  
court order extending the time for delivery.

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

WEDNESDAY



\*J60T562W\*

JNI

22/02/2017

#34

COMPANIES HOUSE

### 1 Company details

Company number N 1 0 3 0 5 4 5

Company name in full EASTEDEN LIMITED

0044 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 d 2 d 1 m 0 m 2 y 2 y 0 y 1 y 7

### 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 BARCLAYS BANK PLC

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.

CC

22 FEB 2017

MR01

## Particulars of a charge

<b>4</b>	<b>Brief description</b>	
Brief description	<p>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.</p> <p>NIL</p>	<p>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".</p> <p>Please limit the description to the available space.</p>
<b>5</b>	<b>Other charge or fixed security</b>	
	<p>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.</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	
<b>6</b>	<b>Floating charge</b>	
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> <b>Yes</b> Continue</p> <p><input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> <b>Yes</b></p>	
<b>7</b>	<b>Negative Pledge</b>	
	<p>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.</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>	
<b>8</b>	<b>Trustee statement <sup>1</sup></b>	
	<p>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.</p> <p><input type="checkbox"/></p>	<p><sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).</p>
<b>9</b>	<b>Signature</b>	
Signature	<p>Please sign the form here.</p> <p>Signature <i>X [Signature] for and on behalf of Green McDonald LLP X</i></p> <p>This form must be signed by a person with an interest in the charge.</p>	

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 **NAOMI GASTON (NRG/AE/699/45)**

Company name **CARSON MCDOWELL LLP**

Address **MURRAY HOUSE**

**4 MURRAY STREET**

**BELFAST**

Post town **BT1 6DN**

County/Region **ANTRIM**

Postcode **B T 1 6 D N**

Country **NORTHERN IRELAND**

DX **403 NR**

Telephone **02890244951**

**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](http://www.gov.uk/companieshouse) 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.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: NI30545

Charge code: NI03 0545 0044

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 21st February 2017 and created by EASTEDEN LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd February 2017.

Given at Companies House, Belfast on 23rd February 2017



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

# Own Account Assignment of Life Policy

## WARNING

- If you sign this document you will be legally bound by its terms.
- If there is more than one of you, you will be responsible for the others' debts or commitments as well as your own
- You should get independent legal advice before signing this document.

If a UK company/LLP executes this Assignment all parties understand that this document (including any attachments) will be available for inspection by any person upon application to Companies House

This Assignment is made on 21 February 2017 between:

(1) You:

Name and  
address of  
each  
Policyholder

EASTEDEN LIMITED of 28 Erganagh Rd, Omagh, Co Tyrone, BT79 7SX

Registered Number: NI030545

(2) Us, Barclays Bank PLC  
as security for Your liabilities to Us and gives Us an assignment of the following Policy:

Policy No

Insurance Company:

Aviva

Life Assured:

Brendan Thomas McDonald

on the conditions set out in this Assignment.

By signing this Assignment You agree to be bound by those conditions.

I certify that, save for material redacted pursuant to s859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument 22.2.17

Andrew Edwards

Andrew Edwards

For and on behalf of Carson McDowell LLP

 **BARCLAYS**

1481  
March 2013

In this document, the words and phrases below have the following meanings:

'Amounts Secured'	<p><b>a</b> All money and liabilities which the You may owe Us now or in the future in any way.</p> <p>This includes:</p> <ul style="list-style-type: none"> <li>- liabilities that depend on events which may or may not happen;</li> <li>- liabilities that You already have or may have in the future to Us with any other person; and</li> <li>- liabilities that You already have or may have in the future to Us as a 'surety'</li> </ul> <p>(A surety is a person who accepts personal responsibility or gives security for someone else's debts or commitments).</p>
	<p><b>b</b> All the fees or other charges that You owe Us now or in the future.</p>
	<p><b>c</b> The costs listed in condition 4.</p>
	<p><b>d</b> All the interest charged by Us on the above amounts. See condition 3.</p>
'assignment'	The transfer of the Policy or any new policy by You to Us.
'Authorised Address'	The last address given to Us for any home or place of business of Yours or (if You are a company) Your registered office.
'discharge'	Pay off the final balance of the Amounts Secured in full.
'liabilities'	Every financial obligation that You owe Us at any time.
'Life Assured'	Any person named as the Life Assured on the front page of this Agreement.
'person'/ 'persons'	Includes any individual, company, society, corporation or firm.
'Policy'	Any life assurance policy set out on the front page of this Assignment.
'Reassignment'	The transfer of the Policy back to You.
'VAT'	Value added Tax or any similar tax.
'We', 'Us', 'Our'	Barclays Bank PLC. This includes any other person that has the benefit of this Assignment or any part of Our interest in it at any time.
'You', 'Your' and 'Yours'	Any person named as 'You' on the front page of this Assignment. This includes Your personal representatives. See also condition 17.

## *Interpreting this Assignment*

Any Act of Parliament mentioned in this Assignment includes any amendment to it or replacement of it.

The headings in this Assignment are for information only. They do not affect its meaning.

Here are the conditions of this Assignment

**1**

### *Agreement to pay*

You agree to pay or discharge to Us the Amounts Secured when We demand this in writing. We may make a demand at any time, unless We have agreed something else in writing.

**2**

### *Assignment of the Policy*

You, with full title guarantee, assign to Us:

- a** the Policy and all amounts (including bonuses) that are to be paid under it; and
- b** any amount to be paid to You on cancellation of the Policy under Section 76 of the Insurance Companies Act 1982.

Your assignment to Us is absolute, but You have the right to have the Policy assigned back to You when you pay or discharge the final balance of the Amounts Secured to Us.

**3**

### *Interest*

3.1 We will charge interest on the Amounts Secured either;

- at the rates and by the methods that We tell You or that We publish from time to time; or
- in any other way agreed between You and Us.

3.2 If any interest is not paid, We will charge 'compound interest'. This means We will charge interest on the unpaid interest. We will add all interest that is not paid to the Amounts Secured from the date it becomes due.

3.3 We will be entitled to charge this interest whether or not We have made a demand in writing, there has been a court judgment or You are insolvent.

**4**

### *Costs*

The costs referred to in item c of the definition of Amounts Secured will be worked out on a full "indemnity basis" including the total amounts of the following:

all Our costs connected with preparing and completing this Assignment;

- b** all Our costs connected with Our use of any rights and powers that this Assignment or the law gives to Us;
- c** all Our costs connected with maintaining the Policy;
- d** all Our costs connected with taking out or maintaining any new policy referred to in condition 5.6;
- e** all Our costs connected with deciding whether to enforce this security, and all Our costs of enforcing it, whether or not We take legal action;
- f** all Our costs connected with recovering or trying to recover the Amounts Secured;
- g** all the costs that We incur if You do not keep to Your commitments or under this Assignment; and
- h** VAT on the above costs.

## 5

### *Maintaining the Policy*

You agree the following with Us:

- 5.1 You must not do anything or allow anything to happen that could make the Policy no longer valid or increase the premiums.
- 5.2 You must not do anything or allow anything to happen that could make it more difficult for Us to receive any amounts due under the Policy.
- 5.3 You must pay all premiums and other amounts necessary to maintain the Policy on time. If We ask You to, You must send Us a copy of the receipt for any premium or anything else that You have paid under the Policy as soon as possible.
- 5.4 If You do not pay any premium on time, We may pay the premium. Until it is repaid to Us, We can add the amount of the premium to the Amounts Secured.
- 5.5 If anything happens that could make the Policy no longer valid, You must tell Us immediately. You must do whatever is necessary to maintain or restore the Policy. You must also pay for this.
- 5.6 **a** If the policy is not valid, or becomes no longer valid. You must immediately tell Us and take out a new policy and give it to Us.

The new policy must be:

- with an insurance company or society We approve;
  - on the life of either the Life Assured or anyone else We approve;
  - for the same amount as the Policy, including any bonuses;
  - with a cash-in value of not less than the Policy.
- b** If You do not take out a new policy, We may do so. You must pay for any new policy that You or We take out.
  - c** Every new policy and all amounts due under it will automatically become security for the Amounts Secured. The terms of this Assignment and any terms implied by law apply to any new policy in the same way as they apply to the Policy.
  - d** You must assign the new policy to Us, in the form that We require, to secure the Amounts Secured.



6

## *Restrictions on how You deal with the Policy*

You agree with Us that, unless We give You Our written consent, You will not:

- a charge or mortgage the Policy;
- b assign the Policy to anyone else; or
- c allow anyone else to have an interest in the Policy

7

## *Using Our Powers*

As soon as We have made a demand in writing on You, We can use Our power of sale over the Policy and any other powers that We have in law or under this Assignment. Section 103 of the Law of Property Act 1925, which could delay the use of Our power to sell the Policy, does not apply.

8

## *Extra Powers*

As well as the power of sale given to Us by the Law of Property Act 1925, We can:

- a cash in the Policy;
- b exchange the Policy for another one;
- c convert the Policy into a 'paid-up' policy; or
- d carry out any options or rights given by the Policy.

If We take any of these actions, We do not have to compensate You for any loss.

9

## *Using the proceeds of the Policy*

If the proceeds of the Policy are paid to You, You cannot use them, but must immediately pay them to Us. Until You do, You must hold them in trust for Us, as security for the Amounts Secured.

10

## *This Assignment is a continuing security*

Until You pay Us the final balance of the Amounts Secured, this Assignment will continue as security for the Amounts Secured, even if:

- a from time to time We are paid all or any part of the Amounts Secured;  
or
- b anything else happens that would otherwise stop this Assignment from continuing as security for the Amounts Secured.

## 11

*The effect of later dealings*

- 11.1 If We find out that You have sold or assigned the Policy or created any mortgage, charge or other interest in it, then We can:
- a open a new account for You;
  - b continue to run any existing account of Yours; or
  - c do both.
- 11.2 After that, any payments made into an existing account will be treated as made into a new account. The payments will not reduce the amount We can recover under this Assignment, except to the extent that they reduce the final balance of the Amounts Secured. This is to preserve the amount we can recover under this Assignment in priority to anyone else.

## 12

*Other securities*

This Assignment is in addition to and will not affect any other security over the Policy, or any security over other property, which We hold now or in the future for the Amounts Secured.

When We hold any other security for the Amounts Secured, We can choose which security We will enforce and the order in which We do so.

## 13

*Receipts*

- 13.1 A receipt given by any of Our staff for the Policy, any new policy, or any money We receive under them, will be valid.
- 13.2 Any person who pays money or hands any policy over to any of Our staff does not:
- a have to ask how the money will be used;
  - b become responsible if it is wrongly used; or
  - c have to ask if any part of the Amounts Secured is still to be paid.

## 14

*Our power to act on Your behalf*

As security, You irrevocably appoint Us to be Your attorney, so that We can do the following in Your name and on Your behalf or in Our own name:

- a execute any deed, sign any document or do anything that You have made a commitment to sign or do under this Assignment;

- b do anything else which is proper under the powers that this Assignment gives Us.

As this appointment is irrevocable, You cannot cancel it without Our consent.

## 15

### *Serving demands and notices*

- 15.1 A demand or notice by Us under this Assignment may be made or given by letter to an Authorised Address.

If We address a demand to You and You have died, this will be a sufficient demand on You or Your personal representatives.

- 15.2 A demand or notice by Us will be treated as being received by You:

- a when it is left at an Authorised Address, if it is delivered by hand; or
- b at noon on the day after it is posted, if it is sent by post to an Authorised Address, even if it is not delivered or it is returned undelivered.

## 16

### *We can transfer the benefit of this Assignment*

- 16.1 We can transfer all or any part of the benefit of this Assignment and Our rights in the Amounts Secured to any person. That person will then have all or part of Our rights under this Assignment as if that person had been named in this Assignment instead of or as well as Us.

- 16.2 You agree that We can, if We wish, give any information about You, the Policy, this Assignment and the Amounts Secured:

- a to any of Our associated companies;
- b to any credit reference agency;
- c to a potential buyer and anyone else that We consider to be concerned in a transfer, or possible transfer, mentioned in condition 16.1;
- d to anyone who, as part of the transfer arrangements, needs this information after the transfer has taken place.

You cannot alter Your agreement to this without Our consent in writing.

## 17

### *If you are more than one person*

If you are more than one person:

- a the term 'You' means all of You together and each of You separately;  
and
- b each of You separately is, and all of You together are, legally bound by  
the terms of this Assignment

## 18

### *The laws of England*

This Assignment is governed by English Law. You agree that legal action relating to this Assignment may only be dealt with by the Courts of England and Wales except that We may sue You in any country where You may be.

This Assignment has been signed as a Deed.

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**WARNING**

- If you sign this document you will be legally bound by its terms.
- If there is more than one of you, you will be responsible for the others' debts or commitments as well as your own
- You should get independent legal advice before signing this document.

Executed as a deed by Easteden Limited

\_\_\_\_\_  
[Redacted] Director

\_\_\_\_\_  
SIGNATURE OF WITNESS  
(if sole signatory only)  
*OLGA MC DONALD*

NAME OF WITNESS

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
OCCUPATION

\_\_\_\_\_  
[Redacted] Director/Secretary

Registered Number NI030545

**REASSIGNMENT OF LIFE POLICY**

This reassignment is made on

between

(1) Barclays Bank PLC  
and

(2)

of

Barclays Bank PLC reassigns the life assurance policy set out in the Assignment and the full benefit of it to:

absolutely, free from the mortgage created by the Assignment.

Signed for and on behalf of Barclays Bank PLC

.....  
Manager

**PLEASE KEEP THIS ASSIGNMENT WITH THE  
LIFE POLICY AS IT IS PART OF THE TITLE TO IT**