



Registration of a Charge

Company name: **ORWELL LAND THREE LIMITED**

Company number: **NI654312**



X7EEU0AJ

Received for Electronic Filing: **13/09/2018**

Details of Charge

Date of creation: **11/09/2018**

Charge code: **NI65 4312 0001**

Persons entitled: **WINDY INVESTMENTS LIMITED**

Brief description: **LAND COMPRISED IN FOLIO 14075 COUNTY FERMANAGH**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **STEPHEN WILSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI654312

Charge code: NI65 4312 0001

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 11th September 2018 and created by ORWELL LAND THREE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 13th September 2018 .

Given at Companies House, Belfast on 14th September 2018

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Thomas Taggart & Sons 11/9/2018

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: 11 September 2018

Definitions

- Mortgagor:** Orwell Land Three Limited (NI654312) having its registered office at 10 Rushy Island Road, Newton Crommelin, Ballymena, BT43 6RN
- Lender:** Windy Investments Limited (11262208) having its registered office at 1st Floor, 2 Woodberry Grove, Finchley, London, N12 0DR
- Interest:** Interest at the rate(s) charged to the Mortgagor by the Lender from time to time
- Property:** Description: Creaghanarourke Island
County: Fermanagh
Folio: 14075
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
- 1.2.2 **All** the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
- 1.2.3 **All** furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business
- 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 notices is care of Thomas Taggart & Sons, 27 Church Street, Ballymoney, BT53 6HS (ref: SW)

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 Thomas Taggart & Sons, 27 Church Street, Ballymoney, BT53 6HS (ref: SW)

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 by Orwell Land Three Limited

BY RONA SCOTT, DIRECTOR
in presence of

Rona A Scott
Rona Scott

.....
Witness' name in full MARY PALMER

Signature MPalmer

Address FLAT 0/1, 55 FRIARTON
ROAD, GLASGOW, G43 2PP

Occupation COMMUNICATIONS MANAGER

.....
Witness' name in full Kirsty Leggate

Signature KLeggate

Address 2 Cairnlea Road,
Strathaven, ML10 6EY

Occupation HR & Operations Associate

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

