



**Registration of a Charge**

Company Name: **K. HUGHES & CO. LIMITED**

Company Number: **NI011061**



Received for filing in Electronic Format on the: **23/12/2021**

XAJY9SR4

**Details of Charge**

Date of creation: **23/12/2021**

Charge code: **NI01 1061 0013**

Persons entitled: **HSBC UK BANK PLC**

Brief description: **THE FREEHOLD LANDS SITUATE AT AND KNOWN AS 118A TREWMOUNT ROAD, DUNGANNON, COUNTY TYRONE BEING ALL LANDS REGISTERED AT THE LAND REGISTRY OF NORTHERN IRELAND UNDER THE ABOVE MENTIONED FOLIO TY5048 COUNTY TYRONE**

**Contains fixed charge(s).**

**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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **DWF (NORTHERN IRELAND) LLP**



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

Company number: NI11061

Charge code: NI01 1061 0013

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 23rd December 2021 and created by K. HUGHES & CO. LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2021 .

Given at Companies House, Belfast on 24th December 2021

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**

**LAND REGISTRY OF NORTHERN IRELAND  
FOLIO NUMBER(S): TY5048 COUNTY: TYRONE  
REGISTERED OWNER(S): K HUGHES & CO LIMITED**

**LEGAL MORTGAGE**

Dated 23 DECEMBER 20 21

**THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT EACH OF YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND IT BEFORE YOU SIGN IT**

<b>Key Mortgage Details</b>															
<b>'You/Your'</b>	K. Hughes & Co. Limited with registered number NI011061														
<b>'Us/We'</b>	HSBC UK Bank plc, or another entity that it transfers its rights and/or obligations under this Mortgage to.														
<b>The 'Property'</b>	The Registered Property and the Unregistered Property including all buildings, fixtures and fittings and fixed plant and machinery on the Property.														
<b>The 'Registered Property'</b>	Property address/Property description: The freehold lands situate at and known as 118A Trewmount Road, Dungannon, County Tyrone being all lands registered at the Land Registry of Northern Ireland under the above mentioned Folio TY5048 County Tyrone Land Registry Folio number(s): TY5048 County: Tyrone														
<b>The 'Unregistered Property'</b>	<p>Short Property Description: The freehold lands situate at and known as 118A Trewmount Road, Dungannon, County Tyrone being the lands comprised in the following deeds:</p> <table border="1"> <thead> <tr> <th>Deed</th> <th>Date</th> <th>Parties</th> </tr> </thead> <tbody> <tr> <td>Indenture of Conveyance registered at the Registry of Deeds on 23 April 1985 (no. 60 216)</td> <td>12 March 1985</td> <td>Killyman Co-Operative Agricultural and Dairy Society Limited (1) and Malachy Hughes and Kieran Hughes (2)</td> </tr> <tr> <td>Indenture of Conveyance registered at the Registry of Deeds on 4 July 1990 (no. 140 190)</td> <td>27 November 1989</td> <td>Geraldine Hughes (1) and You (therein named as K Hughes &amp; Company Limited) (2)</td> </tr> <tr> <td>Indenture of Conveyance registered at the Registry of Deeds on 6 April 1995 (no. 49 179)</td> <td>15 March 1995</td> <td>Killyman Dairies Limited (1) and You (therein named as K Hughes &amp; Company Limited) (2)</td> </tr> </tbody> </table>			Deed	Date	Parties	Indenture of Conveyance registered at the Registry of Deeds on 23 April 1985 (no. 60 216)	12 March 1985	Killyman Co-Operative Agricultural and Dairy Society Limited (1) and Malachy Hughes and Kieran Hughes (2)	Indenture of Conveyance registered at the Registry of Deeds on 4 July 1990 (no. 140 190)	27 November 1989	Geraldine Hughes (1) and You (therein named as K Hughes & Company Limited) (2)	Indenture of Conveyance registered at the Registry of Deeds on 6 April 1995 (no. 49 179)	15 March 1995	Killyman Dairies Limited (1) and You (therein named as K Hughes & Company Limited) (2)
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<b>Your assets that are secured</b>	By entering into this Mortgage you are giving us security over the Property and your other assets listed in clause 3.														
<b>Your obligations to us that are secured</b>	You give us security under this Mortgage for the payment of any amounts owed by you to us whether now or in the future and whether owed jointly or severally (the 'Debt').														

Bank reference: SC3781202976

HBUK NI Legal Mortgage -- A1q (03/21 revision)

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

78477780-1

Date: 23.12.2021

Signed: DWF(WI)LLP  
DWF (NI) LLP

**1. MEANING OF WORDS**

- 1.1 The definitions in the Key Mortgage Details table apply to the rest of this Mortgage.
- 1.2 Our Mortgage Deed Conditions Northern Ireland (2021 edition) (the 'Conditions') are incorporated into this Mortgage.

**2. WHAT YOU AGREE TO PAY US**

- 2.1 You will pay us, on demand, the Debt.
- 2.2 The Debt does not include any money and liabilities arising under a regulated agreement, as defined under section 189 of the Consumer Credit Act 1974 as may be amended or replaced from time to time.
- 2.3 We will charge you interest in accordance with any agreement between you and us or (if there is no agreement) at a rate of 3% per year above the Bank of England base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero) from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

**3. THE SECURITY YOU GIVE US**

You give us, as beneficial owner, and as continuing security for the payment of the Debt:

- 3.1 a grant and demise by way of first legal mortgage over all that part of the Unregistered Property that is freehold holding such freehold Unregistered Property to us for a term of 10,000 years from the date of this Mortgage;
- 3.2 an assignment by way of first legal mortgage over all that part of the Unregistered Property that is leasehold holding such leasehold Unregistered Property to us for the remainder of the term of years created by each lease, less the last ten days of the term;
- 3.3 a charge by way of first fixed charge over the Registered Property;
- 3.4 an absolute assignment (subject to a proviso for reassignment on the irrevocable discharge in full of the Debt) of all your present and future right title and interest in:
- 3.4.1 all amounts due or owing to you in respect of the Property including under any lease or other right of occupation and any guarantee, security or other rights you have in relation to those amounts;
- 3.4.2 all rights under policies of insurance relating to the Property;
- 3.4.3 the benefit of all rights, documents, undertakings and warranties relating to the Property;
- 3.4.4 all goodwill of any business carried on at the Property at any time;
- 3.5 a first fixed charge over all your present and future right, title and interest in or to all shares and membership rights mentioned in clause 3 of the Conditions.
- 3.6 You will hold any Asset on trust for us if the security over it is ineffective.

**4. YOU AGREE TO REGISTER AN INHIBITION AT THE LAND REGISTRY (if registered land)**

You consent to us making an application to the Registrar of Titles at the Land Registry of Northern Ireland to enter the following inhibition against the title of any land or property which is or becomes registered at the Land Registry and which is secured under this Mortgage:

"No disposition or dealing by the registered owner of the land, or by the owner of any registered charge, not being a charge registered before the date of this inhibition, is to be registered without a written consent signed by the registered charge holder for the time being of the charge registered on the 23<sup>rd</sup> day of December 2021 in favour of HSBC UK Bank plc."

**5. ATTORNMENT**

You attorn tenant to us of any part of the Property subject to this Mortgage at the yearly rent of five pence (if demanded) provided that we may at any time after the power of sale under this Mortgage can be exercised and without notice to

you, and the tenancy created and enter upon such Property. Neither receiving the rent nor the tenancy itself shall render us liable to account to any person as mortgagee in possession.

**6. REVERSION**

You will stand possessed of the reversion immediately following the term of years granted in any part of the Property subject to this Mortgage, in trust for us and you will assign, convey or dispose of the reversion as we may direct. We may at any time throughout the duration of this Mortgage, remove you or any other person or company from being a trustee of the trust created and appoint a new trustee or trustees in their place.

**IN WITNESS** of the above, this document, which is intended to take effect as a deed, has been executed by you and is now delivered on the date mentioned above.

This is an important legal document. We strongly recommend that you obtain independent legal advice and make sure that you understand it before you sign it.

Executed as a deed by  
K. Hughes & Co. Limited  
acting by a director

KIERON HUGHES Director  
(name of director)

in the presence of:

Signature of Witness

Print full name

Address

AARON HANTRON

Occupation

IT MANAGER

Signature of Witness

Print full name

Address

LEANNE GODGER

Occupation

PURCHASE LEDGER ASSISTANT

OR

Executed as a deed by  
K. Hughes & Co. Limited  
acting by  
two directors or  
a director and the secretary

Director

(name of director)

Director/Secretary

(name of director)

in the presence of:

Signature of Witness

Print full name

Address

Occupation

Signature of Witness

Print full name

Address

Occupation