

MR01

Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST



Companies House

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

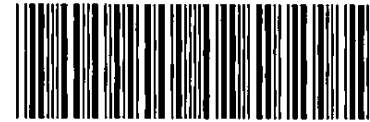
You can use the WebFiling service to file this form online.
Please go to www.companieshouse.gov.uk

☒ **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. It
must be scanned and placed on the public record.



J2IYDKAY

JNI 14/10/2013 #74

COMPANIES HOUSE

J2ILVZ41

JNI 09/10/2013 #41

COMPANIES HOUSE

WED MONDAY

1 Company details

Company number N I 0 1 4 3 5 7

Company name in full
Ledley Hall Boys' and Girls' Club
Trust Limited

For official use

0002

→ **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 0 7 m 1 0 y 2 0 1 3

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
The Department of Education

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	Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.</p>	<p>Continuation page Please use a continuation page if you need to enter more details.</p>
Description	<p>The lands and premises charged in a Deed of Covenant and Charge of 17 September 2013 between Ledley Hall Boys' and Girls' Club Trust Limited (1) and the Department of Education (2) ("the Deed of Covenant and Charge") and comprised in Folio AN12096L County Antrim and the portion of lands in Folio AN271 County Antrim shown edged red on the map attached to the Deed of Covenant and Charge.</p>		
5	Fixed charge or fixed security		
	<p>Does the instrument include a fixed 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 type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>		
6	Floating charge		
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>		
7	Negative Pledge		
	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>		

MR01

Particulars of a charge

8

Trustee statement ^①

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



X

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

MR01

Particulars of a charge



Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address..

Contact name

The Solicitor

Company name

Department of Finance & Personnel

Departmental Solicitor's Office

Address

3rd Floor, Centre House
79 Chichester Street

Post town

Belfast

County/Region

Antrim

Postcode

B

T

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4

J

E

Country

Northern Ireland

DX

464 NR

Telephone

028 9054 2495



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI14357

Charge code: NI01 4357 0002

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 7th October 2013 and created by LEDLEY HALL BOYS' AND GIRLS' CLUB TRUST LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th October 2013.

Given at Companies House, Belfast on 15th October 2013



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated this 7th day of October 2013

LEDLEY HALL BOYS' AND GIRLS' CLUB TRUST LIMITED

TO

THE DEPARTMENT OF EDUCATION

DEED OF COVENANT AND CHARGE

I HEREBY CERTIFY THE WITHIN TO BE A
TRUE COPY OF THE ORIGINAL OF
WHICH IT PURPORTS TO BE A COPY.

SIGNED.....

**THE SOLICITOR
DEPARTMENT OF FINANCE & PERSONNEL
DEPARTMENTAL SOLICITOR'S OFFICE
CENTRE HOUSE
79 CHICHESTER STREET
BELFAST
BT1 4JE**

LAND REGISTRY

FOLIO AN 1209L COUNTY BOROUGH OF BELFAST

FOLIO AN271 COUNTY BOROUGH OF BELFAST (PART)

**REGISTERED OWNER: LEDLEY HALL BOYS' AND GIRLS' CLUB
TRUST LIMITED**

THIS INDENTURE made the 7th day of October 2013 Between LEDLEY HALL BOYS' AND GIRLS' CLUB TRUST LIMITED having its registered office at LEDLEY HALL CLOSE, BEERSBRIDGE ROAD BELFAST BT5 4SW (hereinafter called "the Company" which expression shall where the context so requires or admits include its successors in title for the time being) of the one part and the DEPARTMENT OF EDUCATION of Rathgael House 43 Balloo Road Bangor BT19 7PR (hereinafter called "the Department" which expression shall where the context so admits include its successors and assigns) of the other part

WHEREAS:-

1. The Company is the Registered Owner of the lands comprised in the above mentioned Folio AN12096L County Antrim and the portion of lands in Folio AN271 County Antrim shown edged red on the map attached hereto (hereinafter called "the premises")
2. The Company has applied to the Department under the provisions of the Youth Service (Northern Ireland) Order 1989 (hereinafter called "the Order") for a grant towards the cost of the following:-
 - (a) making alterations to the building and courtyard at 4 Ledley Hall Close Belfast ("the property") situated at the premises to improve access and mobility
 - (b) upgrading electric and fire measures at the property

- (c) replacing the heating system at the property
 - (e) upgrading flooring and toilets at the property
 - (f) merging changing rooms into a large training room and making better use of space
 - (g) improving the entrance at the property to facilitate a minibus being kept on site
 - (h) carrying out inner works to include a dance studio
 - (i) upgrading the kitchen in the property to allow for supervised cookery classes
 - (j) fixing guttering and a leaking roof at the property
 - (k) painting, repairing and modernising the inside of the property
3. The Department has agreed (with the approval of the Department of Finance and Personnel) to make a grant to the Company of a sum not exceeding £166,747 towards the expenditure incurred by the Company (which said sum is hereinafter referred to as "the Grant") subject to the terms and conditions hereinafter contained

NOW THIS INDENTURE WITNESSETH that in pursuance of said agreement and in consideration of the Grant to be made to the Company out of moneys provided in accordance with the Order the Company does hereby covenant with the Department in manner following:-

- (a) To use the Scheduled Premises for the purpose of providing and maintaining thereon youth facilities subject to and in accordance with the Order or any statutory modification or re-enactment thereof for the time being in force and for no other purpose whatsoever provided that the occasional holding of

entertainments for the benefit of the Company shall not be deemed to be a breach of this covenant

- (b) Not to use the Scheduled Premises or any part thereof for political or church or other denominational purposes
- (c) To observe and perform all the covenants and conditions contained in the instrument under which the Scheduled Premises are held
- (d) To expend the Grant for the purposes hereinbefore mentioned and for no other purpose
- (e) To permit the Department its officers servants and workmen at all reasonable times to enter upon the Scheduled Premises or any part thereof to inspect the same and the various activities carried on therein and the state of repair of any buildings which now are or may hereafter be erected on the Scheduled Premises
- (f) To insure all buildings which now are or may hereafter be erected on the Scheduled Premises and all fixtures fittings and equipment therein and thereon against loss or damage by fire for a sum equal to the full value thereof in the name of the Company in an Insurance Company to be approved by the Department (such approval not to be unreasonably withheld) and to keep the same so insured and upon the request of the Department from time to time to produce to the Department the policy of such insurance and the receipt for the then current year's premium and if the buildings on the premises or any part thereof or the fixtures fittings and equipment or any part thereof shall be destroyed or damaged by fire forthwith to expend the moneys received under such insurance or so much thereof as the Department may require in

rebuilding reinstating or replacing the same under the direction of the Department

- (g) To prosecute with due diligence any claim arising under statute or otherwise in respect of damage to the Scheduled Premises or buildings thereon or the fixtures fittings or other equipment therein and thereon caused unlawfully wantonly or maliciously and to apply any sum recovered under such claim in or towards rebuilding or reinstating the premises and buildings thereon and replacing the fixtures fittings and equipment aforesaid under the direction of the Department or at the option of the Company to repay to the Department the said sum or such part thereof as the Department may require together with interest thereon at such rate not exceeding 8% per annum as the Department may in the circumstances determine to commence to run after the expiration of 1 month from the date of demand by the Department
- (h) If within 22 years from the date hereof the Scheduled Premises or any part thereof:-
 - (i) are disposed of;
 - (ii) cease in the opinion of the Department to be used in accordance with the covenants on the part of the Company and conditions herein contained; or
 - (iii) cease in the opinion of the Department to be required for the purpose for which the Grant was paid by the Department there shall be payable to the Department by the Company a sum which the Department considers equitable but which does not exceed the sum determined by the calculation set forth in Article 8(3) of the Order And it is hereby declared that any sum payable to the Department under the provisions

of this covenant shall be in addition to and not in substitution for any other sum payable to the Department under the provisions of these presents

AND THIS INDENTURE FURTHER WITNESSETH that for the consideration aforesaid the Company does hereby charge the Scheduled Premises with the repayment to the Department of such sums as may be lawfully demanded by the Department under the provisions in that behalf herein contained PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:-

- (1) That the Rules governing the purposes for which the Scheduled Premises may at any time be used shall be subject to approval of the Department and that eligibility to enjoy the facilities of the Scheduled Premises shall not be restricted on denominational grounds or made conditional on denominational religious observances
- (2) That the Company shall not without the consent of the Department first had and obtained sell lease mortgage charge or otherwise dispose of the Scheduled Premises or any part thereof PROVIDED HOWEVER that the Company shall have power with the consent of the Department first had and obtained to sell or dispose of the Scheduled Premises or any part thereof freed and discharged from the covenants and conditions herein contained and in such manner as the Company shall think fit subject to the provisions of covenant (h) hereinbefore contained
- (3) The several conditions and provisos herein contained shall be and remain in force for the period of 22 years from the date hereof

- (4) That no alteration amendment or addition to the Memorandum and Articles of Association of the Company shall be made without the prior written consent of the Department and in the event of such alteration amendment or addition being made without the Department's prior written consent, the Company shall, if so required, repay to the Department the Grant or such part thereof as the Department may lawfully require
- (5) That if all or any of the covenants conditions agreements and declarations herein contained shall not be duly performed and observed then and in any such case or cases the Company shall if required by the Department repay or cause to be repaid to the Department on demand the whole or such portion or portions of the Grant as the Department may require together with interest thereon at such rate not exceeding 8% per annum as the Department may in the circumstances determine to commence to run after the expiration of one month from the date of demand by the Department Provided that the liability of the Company to repay the Grant may at the discretion of the Department be reduced by one twenty-second of the total amount of the Grant for each complete year in which the said covenants conditions agreements and declarations still have been duly performed and observed

IN WITNESS whereof this Deed has been executed and delivered as a Deed the day and year first herein written

[illegible]

Carrie Martyn
Schuster
Belfast

Schuster

Ballast

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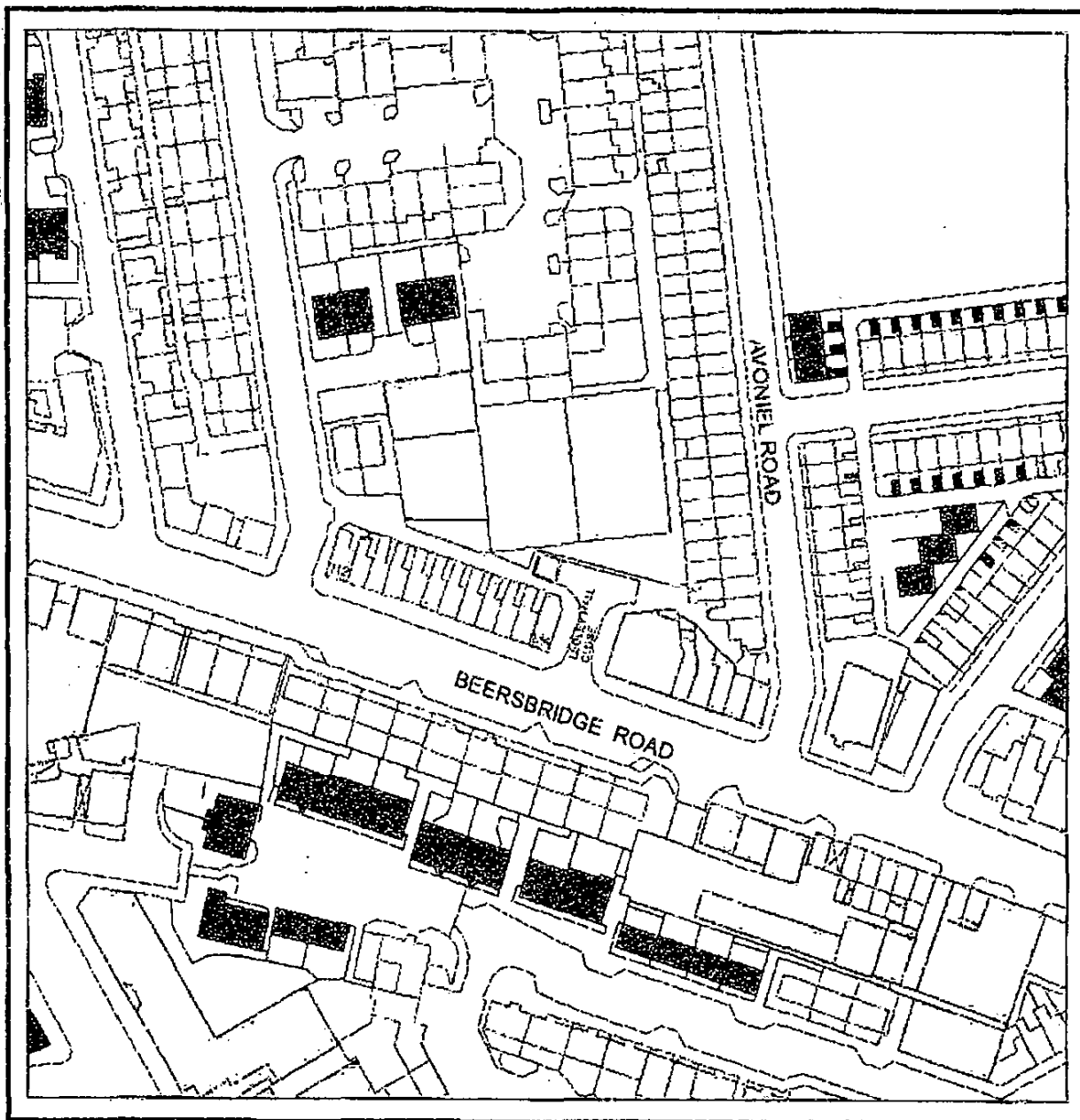
NIHE TO: LEDLEY HALL
BOYS & GIRLS CLUB
TRUST LTD.

ADDRESS: LAND AT

LEDLEY HALL CLOSE
BELFAST

N.I.H.E.
AREA OFFICE
32-36 GREAT VICTORIA STREET
BELFAST
BT2 7BA

REF. NO: 400518



ORDNANCE SURVEY MAP NO: I.G. 130-14SE/147-2NE

APPROXIMATE SCALE: 1:1,250

PLEASE ENSURE THAT YOUR CLIENT(S) IS/ARE SATISFIED THAT THE BOUNDARY AS
OUTLINED IN RED ON THE MAPS ATTACHED IS CORRECT

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