

**A fee is payable with this form**

We will not accept this form unless you send the correct fee

Please see **How to pay** on the last page

**✓ What this form is for**  
You may use this form to register particulars of a mortgage or charge in England and Wales or Northern Ireland

**X What this form is NOT for**  
You cannot use this form to register particulars of a charge for a Scottish company To do this please use form MG01s

THURSDAY



JX1X5Q6F

JNI 23/12/2010

116

COMPANIES HOUSE

## 1 Company details

Company number	N	I	0	0	6	7	7	5
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Company name in full ANTRIM CONSTRUCTION CO LIMITED

37 or official

→ Filling in this form  
Please complete in typescript or in  
bold black capitals.

All fields are mandatory unless specified or indicated by

2	Date of creation of charge
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Date of creation 

<sup>d</sup> 1	<sup>d</sup> 7	<sup>a</sup> 1	<sup>a</sup> 2	<sup>y</sup> 2	<sup>y</sup> 0	<sup>y</sup> 1	<sup>y</sup> 0
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3	Description
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Please give a description of the instrument (if any) creating or evidencing the charge e.g. Trust Deed Debenture Mortgage or Legal charge

Description	CHARGE OVER SECURITY ACCOUNT in connection with a master framework agreement dated 17 December 2010 relating to a residential property development at Lagmore Stewartstown Road Belfast BT17(the Deed )
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## 4 Amount secured

Please give us details of the amount secured by the mortgage or charge

Amount secured	All present and future monies obligations and liabilities owed by the Company to the Bank whether actual or contingent and whether owed jointly or severally as principal or surety and/or in any other capacity whatsoever under or in connection with the Master Framework Agreement the Counter Indemnity or the Deed (including without limitation any amounts the Bank may (in accordance with the provisions of clause 11.3 of the Deed) seek to recover in the event that any payment or security is avoided reduced or ordered to be refunded pursuant to any law relating to insolvency bankruptcy winding up administration receivership or otherwise) together with all interest (including without limitation default interest) accruing in respect of such monies or liabilities (the Secured Liabilities)
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Continuation page

Please use a continuation page if you need to enter more details.

# MG01

## Particulars of a mortgage or charge

<b>5</b>	<b>Mortgagee(s) or person(s) entitled to the charge (if any)</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Please give the name and address of the mortgagee(s) or person(s) entitled to the charge			
Name	ULSTER BANK LIMITED		
Address	11 16 Donegall Square East		
	Belfast (the Bank )		
Postcode	<div style="display: flex; justify-content: space-between; width: 100%;"> <span>B</span><span>T</span><span>1</span><span></span><span>5</span><span>U</span><span>B</span><span></span> </div>		
Name			
Address			
Postcode	<div style="display: flex; justify-content: space-between; width: 100%;"> <span></span><span></span><span></span><span></span><span></span><span></span><span></span><span></span> </div>		

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Please give the short particulars of the property mortgaged or charged			
Short particulars	<p>1 Pursuant to the Deed the Company covenants that it shall on demand pay to the Bank and discharge the Secured Liabilities when they become due</p> <p>2 Pursuant to the Deed and as a continuing security for the payment and discharge of the Secured Liabilities the Company as beneficial owner charges to the Bank by way of first fixed charge the Deposit</p> <p>3 Pursuant to the Deed the Company has agreed with the Bank that on each date that the Company in accordance with its obligations under Clause 5 (Security Account) of the Master Framework Agreement opens a Security Account with the Bank the Company shall execute and deliver to the Bank a Supplemental Deed identifying such Security Account and with effect from the date of execution and delivery of such Supplemental Deed the Security Account identified therein shall become a Security Account for all the purposes of the Deed to the intent that (for the avoidance of doubt but without prejudice to the generality of the foregoing) the Deposit in respect of that Security Account shall be subject to the fixed charge set out in the Deed and to the other terms and conditions of the Deed</p> <p>4 Pursuant to the Deed the Company covenants that it shall not at any time except with the prior written consent of the Bank</p> <p>(a) create purport to create or permit to subsist any Encumbrance on or in relation to the Deposit other than as created pursuant to the Deed or</p> <p>(b) sell assign transfer part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of or any interest in the Deposit or</p> <p>(c) create or grant (or purport to create or grant) any interest in the Deposit in favour of a third party or</p>		

# MG01 continuation page

## Particulars of a mortgage or charge

<b>6</b>	<b>Short particulars of all the property mortgaged or charged</b>
	Please give the short particulars of the property mortgaged or charged
Short particulars	<p>(d) withdraw or transfer all or any part of the Deposit and shall not do or permit to be done any act or thing which would or might depreciate jeopardise or otherwise prejudice the security held by the Bank or materially diminish the value of the Deposit or the effectiveness of the security created by the Deed (including without limitation closing the Security Account)</p> <p>5 Pursuant to the Deed and by way of security the Company irrevocably appoints the Bank and every Receiver separately to be the attorney of the Company and in its name on its behalf and as its act and deed to execute any documents and do any acts and things which</p> <p>(a) the Company is required to execute and do under the Deed and/or</p> <p>(b) any attorney may deem proper or desirable in exercising any of the powers authorities and discretions conferred by the Deed or by law on the Bank or any Receiver and</p> <p>the Company pursuant to the terms of the Deed ratifies and confirms and agrees to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers authorities and discretions pursuant to the above</p> <p>6 In this form the following defined terms shall have the meanings set next to them</p> <p>Counter Indemnity means the counter indemnity dated 17 December 2010 made by the Company in favour of the Bank pursuant to which the Company has counter indemnified the Bank for inter alia any liabilities or obligations of the Bank under any one or more of certain guarantees given by the Bank to certain purchasers of property on the Development</p> <p>Deposit means all monies from time to time standing to the credit of any one or more as the context requires or admits of the Security Accounts together with all other rights and benefits accruing to or arising in connection with each Security Account (including without limitation but only if applicable any entitlements to interest)</p> <p>Development means the residential property development identified on page 1 of this form</p> <p>Encumbrance means any mortgage charge (whether fixed or floating legal or equitable) pledge lien assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect</p> <p>Master Framework Agreement means the master framework agreement dated 17 December 2010 relating to the proposed funding for the purchase of certain properties in the Development and made between (1) the Company and (2) the Bank</p> <p>Receiver' means a receiver of any or all of the Deposit appointed under the terms of the Deed</p>


# MG01 continuation page

## Particulars of a mortgage or charge

6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p>"Security Account" means each account which is from time to time opened by the Bank in the name of the Company which is subject to the security constituted by the Deed (including for the avoidance of doubt each Security Account in existence at the date of the Deed particulars of which are listed in the Schedule (Details of Security Account) below and each Security Account which is identified as being subject to the security constituted by the Deed in a duly executed Supplemental Deed) as such account may be renumbered or redesignated from time to time and all rights of the Company in relation to such account and the term "Security Accounts" shall be construed accordingly</p> <p>Supplemental Deed means a deed which is supplemental to the Deed substantially in the form set out in the Second Schedule (Form of Supplemental Deed) thereto</p> <p><b>SCHEDULE</b> Details of Security Account(s)</p> <p>None at the date of execution of the Deed</p>	

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission allowance or discount (if any)</b>	
	<p>Please insert the amount or rate percent of any commission allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his</p> <p>subscribing or agreeing to subscribe whether absolutely or conditionally or procuring or agreeing to procure subscriptions whether absolute or conditional</p> <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p>	
Commission allowance or discount	NIL	
<b>8</b>	<b>Delivery of instrument</b>	
	<p>You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860) If the property is situated and the charge was created outside the United Kingdom (UK) you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 866)</p> <p>We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 870) The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it Where a body corporate gives the verification an officer of that body must sign it We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p>	
<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	<p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p>	

# MG01

## Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

C DOUGLAS ANDERSON

C p ny na TUGHANS SOLICITORS

Addr MARLBOROUGH HOUSE

30 VICTORIA STREET

Po t own BELFAST

C ty/r gion

Po ode B T 1 3 G G

C untry NORTHERN IRELAND

DX 433 NR BELFAST

Tel ph 028 90 553300



### 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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee



### 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.

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  
First Floor Waterfront Plaza 8 Laganbank Road  
Belfast Northern Ireland BT1 3BS  
DX 481 N R Belfast 1



### Further information

For further information please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

**COMPANY NO NI6775  
CHARGE NO 37**

**THE REGISTRAR OF COMPANIES FOR NORTHERN IRELAND  
HEREBY CERTIFIES THAT A CHARGE OVER SECURITY  
ACCOUNT DATED 17 DECEMBER 2010 AND CREATED BY  
ANTRIM CONSTRUCTION CO LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO  
ULSTER BANK LIMITED UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 23 DECEMBER  
2010**

**GIVEN AT COMPANIES HOUSE, BELFAST THE 31 DECEMBER  
2010**



*Companies House*  
— the registrar of companies —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES