**MR01**  
Particulars of a charge

Go online to file this information  
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

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This form must be delivered to the Registrar for registration  
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 agree a certified copy of the instrument with this form,  
scanned and placed on the public record. Do not send the original.

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### 1  
**Company details**

<table>
<thead>
<tr>
<th>Company number</th>
<th>N1023055</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company name in full</td>
<td>East Belfast Enterprise Limited</td>
</tr>
</tbody>
</table>

### 2  
**Charge creation date**

<table>
<thead>
<tr>
<th>Charge creation date</th>
<th>2019</th>
</tr>
</thead>
</table>

### 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 Executive Office

- **Name**

- **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.

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06/16 Version 2.1
### Brief description

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. 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”. Please limit the description to the available space.

<table>
<thead>
<tr>
<th>Brief description</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Property situate at 68-72 Newtownards Road, Belfast, BT4 1GW being the lands and premises registered at Land Registry under Folios DN136732 and DN119372L County Down</td>
</tr>
</tbody>
</table>

### Other charge or fixed security

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.

- [ ] Yes
- [x] No

### Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

- [ ] Yes Continue
- [x] No Go to Section 7

Is the floating charge expressed to cover all the property and undertaking of the company?

- [ ] Yes

### Negative Pledge

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.

- [x] Yes
- [ ] No

### Trustee statement

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.

- [ ]

### Signature

Please sign the form here.

- [ ]

This form must be signed by a person with an interest in the charge.
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: Aleric Turtle
Company name: McCartan Turkinton Breen
Address: Chancery House
88 Victoria Street
Post town: Belfast
County/Region
Postcode: BT1 3GN
County: Derry
DX: DX 408 NR BELFAST
Telephone: 028 9055 7494

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 3ZU.
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 or email 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
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: NI23055

Charge code: NI02 3055 0006

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 14th November 2019 and created by EAST BELFAST ENTERPRISE LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2019.

Given at Companies House, Belfast on 27th November 2019
Dated the 14th day of November 2019

EAST BELFAST ENTERPRISE LIMITED

-TO-

THE EXECUTIVE OFFICE

MORTGAGE & CHARGE

We certify this to be a true copy of the original

McCartan Turkington Breen
Solicitors
Chancery House
88 Victoria Street
Belfast BT1 3GN

THE SOLICITOR
DEPARTMENT OF FINANCE
DEPARTMENTAL SOLICITOR'S OFFICE
CENTRE HOUSE
79 CHICHESTER STREET
BELFAST
BT1 4JE
LAND REGISTRY

FOLIO: DN136732 & DN119372L                              COUNTY: DOWN

REGISTERED OWNERS: EAST BELFAST ENTERPRISE LIMITED

THIS DEED made the 14th day of November 2019 between:

EAST BELFAST ENTERPRISE LIMITED having its registered office at 68-72 Newtownards Road, Belfast, BT4 1GW (Company Number: NI023055) ("the Company") (1); and

THE EXECUTIVE OFFICE of Castle Buildings, Stormont Estate, Belfast BT4 3SR ("the Department") (2)

WHEREAS:-

A. Under an agreement ("the Financial Assistance Agreement") constituted by a Letter of Offer of Financial Assistance dated 24th July 2018 from the Department to Belfast City Council ("the Council") as revised and amended by a Letter of Offer of Financial Assistance dated 6th March 2019 from the Department to the Council, and a Letter to Proceed dated 15th March 2019 copies of which are annexed at Schedule 1 hereto ("the Financial Assistance Agreement") the Department has agreed to provide the financial assistance therein specified upon the terms and conditions therein contained.

B. The Company owns the premises described in the Second Schedule hereto ("the Property").

C. The financial assistance payable under the Financial Assistance Agreement to the Council is for the benefit of the Property and is to be used to contribute to costs in respect of works to the Property ("the Project").

D. The Company has entered into an agreement with the Council dated 19th March 2019 in respect of the obligations to be performed and observed by the Company in respect of the Project ("the Project Agreement").

E. This deed provides security over the Property, which the Council has agreed to ensure is provided to the Department for the financial assistance made available to the Council under the Financial Assistance Agreement.
NOW THIS DEED WITNESSETH:

1(i) The Company covenants with the Department to, on demand, pay to the Department and discharge all obligations and liabilities of either the Council or the Company to the Department whether as principal or surety or in any other capacity under or in connection with the Financial Assistance Agreement ("the Secured Liabilities").

(ii) The demand herein referred to shall mean a demand for payment of the monies hereby secured made by the Department by notice in writing, and such demand may be made when or at any time after the Department becomes entitled to call for payment of the monies. Such demand shall be deemed to be made when such notice is delivered or sent by prepaid post to the Company at its registered address and, if posted by prepaid post, such demand shall be deemed to be made at the time at which it would have been delivered in the ordinary course of post.

(iii) The monies hereby secured shall bear interest at the same rate as is applicable to the Financial Assistance Agreement.

2. As a continuing security for the payment and discharge of the Secured Liabilities, the Company:

2.1 by way of legal mortgage grant and demise to the Department all of the Property (and all buildings and erections and other things of whatever nature on, and intended to form part of, the Property) (i) to hold so much of the Property as is of freehold tenure to the Department for a term of 10,000 years from the date of this deed and (ii) to hold so much of the Property as is of leasehold tenure to the Department for the residue of the respective term or terms of years for which the Company now holds the same less the last ten days of each of such terms AND the Company hereby declares that it shall henceforth hold the reversion of the said terms of years upon trust for the Department subject to any equity of redemption subsisting therein and upon trust to dispose thereof as the Department may from time to time direct AND the Company hereby authorises the Department and does hereby appoint the Department to be the attorney of the Company in its name and on its behalf to appoint a new trustee or trustees in place of the Company or any trustee or trustees appointed under this power.
as if the Company or such other trustee or trustees were incapable of acting in
the trusts of the reversion or in any of them hereby declared;

2.2 by way of legal charge charges all the Property (and all buildings and erections
and any other things of whatever nature on, and intended to form part of, the
Property) as is registered or is to be registered in the Land Registry with
payment of the Company's liabilities and assents to registration of the charge as
a burden on the folio(s) and the address of the Department for service of notices
in connection therewith is c/o The Solicitor, Departmental Solicitor's Office, 3rd
Floor, Centre House, 79 Chichester Street, Belfast

3. The Company's liability under this deed in respect of any of the Secured Liabilities shall
not be discharged, prejudiced or affected by:

(a) any intermediate payment, settlement of account or discharge in whole or in part
of the Secured Liabilities;

(b) any variation, extension, discharge, compromise, dealing with, exchange or
renewal of any right or remedy that the Department may now or after the date of
this deed have from or against the Council, the Company or any other person in
connection with the Secured Liabilities;

(c) any act or omission by the Department or any other person in taking up, perfecting
or enforcing any security, indemnity, or guarantee from or against the Council, the
Company or any other person;

(d) any termination, amendment, variation, novation, replacement or supplement of or
to any of the Secured Liabilities;

(e) any grant of time, indulgence, waiver or concession to the Council, the Company
or any other person;

(f) any insolvency, bankruptcy, liquidation, administration, winding-up, incapacity,
limitation, disability, the discharge by operation of law, or any change in the
constitution, name or style of the Council, the Company or any other person;

(g) any invalidity, illegality, unenforceability, irregularity or frustration of any actual
or purported obligation of, or security held from, the Council, the Company or any
other person in connection with the Secured Liabilities;
(h) any claim or enforcement of payment from the Council, the Company or any other person; or

(i) any other act or omission that would not have discharged or affected the liability of the Company had they been a principal debtor or by anything done or omitted by any person which, but for this provision, might operate to exonerate or discharge the Company or otherwise reduce or extinguish their liability under this deed.

4. The Company hereby warrants and represents to the Department that the Company has the power to enter into, deliver and perform this deed and the making and performance of this deed does not contravene or conflict with the Memorandum and Articles of Association of the Company.

5. If upon:
   (a) all the Secured Liabilities having been unconditionally and irrevocably paid and discharged in full; or
   (b) the expiry of a period of 10 years from the date of issue of a letter to proceed under the terms of the Financial Assistance Agreement, subject to there being no breach of the Financial Assistance Agreement or the Company’s obligations under the Project Agreement

then the Department will at any time thereafter upon the request and at the cost of the Company surrender, discharge and release the Property unto the Company or as the Company shall direct.

6. The Department shall have the power of sale and all other powers conferred by the Conveyancing Act, 1881 (hereinafter called "the Act") upon Mortgagees with and subject to the following modifications:-
   (a) the monies hereby secured shall be deemed to have become due within the meaning of the Act and for all the purposes thereof when a demand for payment of any part thereof shall have been made in manner aforesaid; and
   (b) the said power of sale shall be exercisable without the restrictions on its exercise imposed by Section 20 of the Act
7. These presents shall be a continuing security to the Department and the same shall not be prejudiced by the settlement of any account or by any collateral or other security being taken for any of the monies intended to be secured hereby even if the same shall not be payable until a future time or shall be taken without the consent or against the prohibition of the Company in respect of monies for which the Company is or shall be liable as a surety only.

8. These presents shall not operate as a merger or defeasance of any prior charge or estate, legal or equitable, lien, guarantee or security of the Department upon or in the Property or any part thereof.

9. (a) So long as any money shall remain due or owing on the security hereof the Company shall keep the buildings for the time being comprised in the Property or to be erected thereon in good and substantial repair and will keep the same insured against loss or damage by fire, aircraft, explosion, flood or other usual risks in the full value thereof and in the joint names of the Company and the Department in some Insurance office to be approved by the Department and will duly pay all premiums and other sums of money payable in respect of all such insurances and will if required produce to the Department the policy or policies of such Insurance and the receipt for every such payment within 14 days of the same becoming due and if the Company shall fail to perform any of the obligations under this Clause the Department may thereupon repair or insure the said buildings or any of them as it may deem fit and the Company shall on demand repay to the Department any sum of monies expended by it for such purpose with interest at the appropriate rate as if such monies had been advanced by the Department to the Company from the time of the same having been expended and until such payment the sum shall be charged on the Property and the receipt of the Department for any monies which may become payable under or by virtue of such policy of insurance shall effectually discharge the Insurance Company and all persons paying such monies from the same.

(b) So long as any monies shall remain due and owing on the security hereof, the Company shall observe and perform any restrictive covenants affecting the Property and the covenants and provisions binding upon the Company under the lease or leases under which the Property is held and duly and punctually to pay all
rates, taxes, rents, rent charges, outgoings and impositions payable in respect of the Property and to keep the Department indemnified against the same.

10. The Company covenants with the Department to comply with the obligations on the part of the Company contained in the Project Agreement.

11. The Department may at any time hereafter without any further consent on the part of the Company enter into possession or into receipt of the rents and profits of the Property or put and keep every building comprised in the Property in good and tenantable repair and condition without becoming liable as mortgagee in possession and may whether the Department shall or shall not have entered into such possession or receipt of the rents and profits appoint at the sole risk and cost of the Department a person to collect and receive such rents and profits for the use and benefit of the Department at such commission as the Department shall think fit and any such person shall have power in the name of the Company to give notice to quit and bring and take actions or proceedings for ejectment or recovery of possession of the Property on the expiration or determination or forfeiture of any tenancy or otherwise and to let or re-let the Property from time to time to such person or persons as it shall think fit for such term of years as it thinks right or on yearly, monthly or weekly tenancies at the best rents which may be reasonably obtainable, and so that the statutory provisions respecting the appointment of receivers over property in mortgage and the powers and duties of such receivers or otherwise in relation thereto shall apply to this security except so far as the same are hereby extended or varied and subject to the provisions herein contained AND also may absolutely sell or dispose of the Property at such time and in such manner and subject to such conditions as the Department in its discretion may deem expedient and may buy in or rescind or vary any contract for sale and re-sell AND that any such person appointed as aforesaid to collect and receive such rents and profits shall out of the monies received by him in addition to the payments authorised by statute in that behalf repay the monies hereby secured and all other monies for the time being owing under this security to the Department and pay any surplus to the Company PROVIDED ALWAYS that the Department shall not exercise the power of entering into possession or receipt of rents and profits or of appointing a receiver or of sale hereinbefore contained unless and until default in payment on demand shall have been made in respect of the monies hereby secured or default shall have been made in
observance or performance of the covenants herein contained or any of them (other than
the covenant for payment of the principal money and interest) or in case the Company
shall during the continuance of this security become bankrupt or have compounded with
creditors or have executed a Deed of Assignment for creditors or (being a Company)
shall have gone into liquidation whether compulsorily or voluntarily or have left Northern
Ireland in debt or upon the death of the Trustees or if any building on the Property shall
be pulled down, removed or injured so as to materially depreciate the value of the security
or if the Company shall have assigned, let or parted with possession of the Property
without the written consent of the Department but no entry into possession receipt of
rents and profits appointment of a receiver or sale which may be made in the exercise or
intended exercise of any of the powers aforesaid shall be impeachable by reason of any
breach of the provisions lastly hereinbefore contained or any irregularity or impropriety
and no purchaser from or other person dealing with the Department shall be concerned
to enquire whether the security is subsisting or into the right of the Department to exercise
any of the powers hereby or by law vested in the Department

12. The Company at all times during the continuance of the security:-

(a) shall and will use the Property only for the purpose or purposes for the time being
authorised as the permitted use of or user thereof under or by virtue of the Planning
Acts (as hereinafter defined) and for the purpose;

(b) shall and will not carry out any development within the meaning of the Planning
Acts in or upon the Property or any part thereof without first obtaining such
permission as may be required under or by virtue of the Planning Acts;

(c) shall and will within seven days after the receipt of any notice or proposal for a
notice or order or proposal for an order given issued or made to the Company by a
Planning Authority under or by virtue of the Planning Acts in respect of the
Property give full particulars thereof to the Department and if so required by the
Department produce the same to the Department and also without delay will take
all reasonable or necessary steps to comply with such notice or order and also will
at the request of the Department make or join with the Department in making such
applications or representations against or in respect of any proposal for such notice
or order as the Department may deem expedient;

(d) shall and will in the event of a notice being served affecting the Property or any
part thereof or in the event of any proceedings being commenced affecting the same
in a matter of material importance immediately give full particulars thereof to the Department;

(c) shall and will not create a second or subsequent mortgage or charge over the Property without the prior consent in writing of the Department;

(f) shall and will not assign or transfer or part with its nominal reversion in any lease or leases under which the Property is held; and shall not, without the previous consent in writing of the Department, transfer, sell, lease, assign, licence or otherwise dispose of its respective freehold, leasehold or registered lands in whole or part

(g) shall and will forthwith lodge the documents of title to the enlarged interest in the Property with the Department and agree that such enlarged interest shall be subject to this security

13. The Company hereby assigns unto the Department the benefit of:

(a) any covenant agreement or undertaking for road making or for the payment of road charges or drainage expenses or the like in respect of the Property and any indemnity against payment of such charges or expenses;

(b) any other covenant agreement undertaking charge right remedy or indemnity in relation to the Property and any rent payable thereout or charge thereon;

(c) all rights of the Company to be paid or receive compensation under any statute by reason of any compulsory acquisition or other exercise of compulsory powers in relation to the Property or any refusal withdrawal or modification of planning permission or approval, relative thereto or any control or limitation imposed upon or affecting the use of the Property and so that the production of these presents to the authority or person liable to pay such compensation shall be a sufficient authority to it or him to pay all such monies to the Department

14. No lease made by the Company of the Property or any part thereof during the continuance of this security shall have effect by force or virtue of Section 18 of the Conveyancing Act 1881 unless the Department shall consent thereto in writing and the restriction on the right of consolidating mortgage securities which is contained in section 17 of the Act shall not apply to this security
15. The waiver by the Department of any breach of any term of this Deed shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

16. In these presents where the context so admits, the expressions “the Company” “the Department” shall include the persons for the time being deriving title under them respectively; “Property” means all or any portion of the Property; words importing the masculine gender shall include females; and the expression “Planning Acts” shall mean the Planning Acts (NI) 1931 and 1944 and the Planning (Northern Ireland) Orders 1972 and 1978 or any enactments amending or extending the same and all Regulations made or taking effect as if made thereunder as from time to time by subsequent legislation and regulations.

IN WITNESS whereof this Deed has been executed and delivered as a Deed the day and year first herein WRITTEN.
FIRST SCHEDULE

FINANCIAL ASSISTANCE AGREEMENT

Letter of Offer of Financial Assistance dated 24\textsuperscript{th} July 2018 from the Department to Belfast City Council as revised and amended by a Letter of Offer of Financial Assistance dated 6\textsuperscript{th} March 2019 from the Department to the Belfast City Council and a Letter to Proceed dated 22\textsuperscript{nd} March 2019.
SECOND SCHEDULE

THE PROPERTY

The Property situate at 68-72 Newtownards Road, Belfast, BT4 1GW being the lands and premises registered at Land Registry under Folios DN136732 and DN119372L County Down.
SIGNED SEALED and DELIVERED as a DEED
by the said EAST BELFAST ENTERPRISE LTD
in the presence of:-

WH HAMILTON
WH MUSKIMIN
RETIRED

1, KINGSLAND PARK,
BELFAST
BT5 7FD.

The Official Seal of
THE EXECUTIVE OFFICE
was affixed hereto in the presence of:-

[Signatures]

[Name]
Departmental Secretary
[Signature]