



Registration of a Charge

Company Name: **AJ BELL TRUSTEES LIMITED**

Company Number: **03213118**



Received for filing in Electronic Format on the: **11/12/2023**

XCI6C2T5

Details of Charge

Date of creation: **08/12/2023**

Charge code: **0321 3118 0484**

Persons entitled: **DIAMOND SHELF COMPANY NUMBER 8 LIMITED**

Brief description: **113-118 DUNCREGGAN ROAD, DERRY/LONDONDERRY, COUNTY LONDONDERRY, BT48 0AB ALL THAT CONTAINED IN FOLIO 18844 COUNTY LONDONDERRY. 24 QUEENS QUAY, DERRY/LONDONDERRY, LONDONDERRY, BT48 7BN ALL THAT CONTAINED IN FOLIO LY119272 COUNTY LONDONDERRY. 56 STRAND ROAD AND 20A QUEENS QUAY, DERRY/LONDONDERRY, COUNTY LONDONDERRY ALL THAT CONTAINED IN FOLIO LY76780L COUNTY LONDONDERRY. 60-62 STRAND ROAD, DERRY/LONDONDERRY, COUNTY LONDONDERRY ALL THAT CONTAINED IN FOLIO LY88823 COUNTY LONDONDERRY. 64 STRAND ROAD, DERRY/LONDONDERRY, COUNTY LONDONDERRY ALL THAT CONTAINED IN FOLIOS LY111522L COUNTY LONDONDERRY AND LY111391 COUNTY LONDONDERRY. 8 NORTHLAND ROAD, DERRY/LONDONDERRY, COUNTY LONDONDERRY, BT48 7GD ALL THAT CONTAINED IN FOLIO LY79923 COUNTY LONDONDERRY. ST COLUMB'S HALL, NEWMARKET STREET, DERRY/LONDONDERRY, COUNTY LONDONDERRY ALL THAT CONTAINED IN FOLIO LY126530 COUNTY LONDONDERRY.**

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

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: **MMW LEGAL**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3213118

Charge code: 0321 3118 0484

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2023 and created by AJ BELL TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2023 .

Given at Companies House, Cardiff on 14th December 2023

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**

DATED 8TH DECEMBER 2023

GARVAN EMMETT O'DOHERTY AND AJ BELL TRUSTEES LIMITED (1)
as TRUSTEES OF G3G SSAS

and

DIAMOND SHELF COMPANY NUMBER 8 LIMITED (2)

DEED OF CHARGE (NORTHERN IRELAND)

FOLIOS: LONDONDERRY

COUNTY: 18844, LY119272, LY76780L, LY88823, LY111522L, LY111391,
LY79923 and LY126530

LAND REGISTRY

FOLIOS: 18844, LY119272, LY76780L, LY88823, LY111522L, LY111391, LY79923 and LY126530

COUNTY: LONDONDERRY

REGISTERED OWNER: GARVAN EMMETT O'DOHERTY AND AJ BELL TRUSTEES LIMITED as TRUSTEES OF G3G SSAS

THIS DEED is dated 8th DECEMBER 2023 and made between:

- (1) GARVAN EMMETT O'DOHERTY of 12 Talbot Park, Derry/ Londonderry, BT48 7TA and AJ BELL TRUSTEES LIMITED as Trustees of G3G SSAS (Company Number 3213118) a company registered in England and Wales and whose registered office is 4 Exchange Quay, Salford Quays, Manchester, M5 3EE (the "Chargor"); and
- (2) DIAMOND SHELF COMPANY NUMBER 8 LIMITED (company number NI616028) a company registered in Northern Ireland whose registered office is 81 Tullynakill Road, Ardmillan, Killinchy, County Down, BT23 6AG (the "Chargee")

1. DEFINITIONS AND INTERPRETATION

1.1 In this deed:

"Act"	means the Conveyancing and Law of Property Act 1881
"Authorisation"	means an authorisation, approval, licence, filing, consent, resolution, exemption, notarisation or registration;
"Business Day"	means a day, other than a Saturday or a Sunday, on which banks are open for general business in London;
"Delegate"	means each and any delegate, sub-delegate, agent, attorney or trustee appointed by the Chargee from time to time;
"Default Rate"	means four per cent per annum above the rate of Interest applicable to the Secured Obligations from time to time;
"Discharge Date"	means the date upon which the Chargee confirms in writing that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full;
"Enforcement Party"	means each and any of the Chargee, a Receiver or a Delegate;
"Event of Default"	shall have the meaning given to it in the Loan Agreements;
"Expenses"	means all fees, discounts, commissions and other charges of whatever nature, legal and other professional fees, any other costs and expenses, in each case calculated on a full indemnity basis and together with VAT, incurred by any

	Enforcement Party directly or indirectly in connection with this deed;
"Loan Agreements"	means the loan agreements entered into between the Chargor and the Chargee on or about the date of this Charge;
"Finance Document"	means this deed, the Loan Agreements, the Security Documents (as defined in the Loan Agreements) and any other document which may be designated as a Finance Document by the Chargee;
"Insolvency Order"	means Insolvency (Northern Ireland) Order 1989;
"Interest"	means the interest rate stated in the Loan Agreements;
"Loan"	means any loan made or to be made by the Chargee to the Chargor;
"Obligor"	means the Chargor and any subsidiary or holding company of the Chargor;
"Party"	means a party to this deed;
"Property"	means all, each and any part of the property legally and/or beneficially owned by the Chargor, particulars of which are set out in the Schedule 1 together with (in every case) any buildings, fixtures, fittings, fixed plant or machinery from time to time situated on or forming part of such property, all proceeds of sale deriving from such property, the benefit of all covenants, whether monetary or otherwise given in respect of such property and any monies paid or payable in respect of such covenants;
"Professional Trustee"	means AJ Bell Trustees Limited, (Company Number 3213118) a company registered in England and Wales and whose registered office is 4 Exchange Quay, Salford Quays, Manchester, M5 3EE;
"Receiver"	means any one or more receivers and/or managers or similar officers and/or trustee in bankruptcy (as the case may be) appointed by the Chargee pursuant to this deed in respect of the Chargor or the Security Assets or any of them;
"Scheme"	means the occupational pension scheme constituted by a definitive trust deed and rules dated 29 th April 2015 between (1) 26CR Ltd (as principal company) and (2) Garvan Emmett O'Doherty and the Professional Trustee (as trustees) as same may be amended, varied or supplemented from time to time;

"Secured Obligations"	means any Loan and all the indebtedness and all obligations and liabilities owing or incurred by the Chargor to the Chargor whether express or implied, present, future or contingent, joint or several, incurred as principal or surety determined in whatever currency or currencies together with Interest (including any at the Default Rate (as the case may be)) and Expenses pursuant to the terms of the Loan Agreements, any other Finance Document and/or this deed or otherwise howsoever when the same become due for payment or discharge;
"Security Assets"	means each, any and all of the assets and undertakings charged pursuant to clause 3 or otherwise the subject of any security created by or pursuant to this deed and includes any part or parts of such assets;
"Security Period"	means the period beginning on the date of this deed and ending on the Discharge Date;
The Trustees	Means the Chargor;
"VAT"	means value added tax as provided for in the Value Added Taxes Act 1994 and any other tax of a similar fiscal nature.

1.2 Construction

In this deed:

- (a) any reference to:
- (i) the word **"assets"** includes present and future property, revenue, rights and interests of every description;
 - (ii) the word **"guarantee"** includes any guarantee or indemnity and/or any other financial support of any nature in respect of any person's indebtedness;
 - (iii) the word **"indebtedness"** includes any obligation for the payment or repayment of money, whether incurred as principal or as surety and whether present or future, actual or contingent;
 - (iv) the word **"law"** includes law established by or under statute, constitution, treaty, decree, regulation or judgment and common law as amended or re-enacted from time to time and the word **"lawful"** and similar words and phrases are to be construed accordingly;
 - (v) the word **"person"** includes any person, company, limited liability partnership, corporation, government, state or any association, trust or partnership (in each case, whether or not it has separate legal personality);
 - (vi) the word **"regulation"** includes all requests or guidelines, official directives, regulations, rules (in each case, whether or not having the force of law) of

- any governmental, inter-governmental or supranational body or department or of any regulatory or other authority or organisation (whether statutory or non-statutory, governmental or non-governmental);
- (vii) the word "**security**" includes any assignment by way of security, charge, equity, option to purchase, lien, mortgage, pledge or other security interest securing any obligation of any person and any other agreement or arrangement having a similar effect;
 - (viii) the word "**set-off**" includes analogous rights and obligations in other jurisdictions; and
 - (ix) the word "**tax**" includes any tax, duty, impost or levy and any other charge or withholding of a similar nature (including any interest or penalty for late payment or non-payment);
- (b) each reference to the "**Chargor**", "**Obligor**", or to the "**Chargee**" includes its successors in title and its permitted assignees or permitted transferees;
 - (c) where the "**Chargor**" is more than one person then all obligations and liabilities of whatever nature, however so arising and whether past, present or future (actual or contingent) shall be a joint and several liability between such persons and reference to "**Chargor**" shall include reference to each of them, jointly and severally;
 - (d) unless this deed expressly states otherwise or the context requires otherwise:
 - (i) each reference in this deed to any provision of any statute or of any subordinate legislation means, at any time, the relevant provision as in force at that time (even if it has been amended or re-enacted since the date of this deed); and
 - (ii) each reference in this deed to any provision of any statute at any time includes any subordinate legislation made pursuant to or in respect of such provisions as in force at such time (whether made before or after the date of this deed and whether amended or re-enacted since the date of this deed);
 - (e) each reference to this deed or to any other agreement or deed means, at any time as amended, assigned, novated or supplemented, at that time;
 - (f) words importing the plural include the singular and vice versa, as the context requires;
 - (g) each heading in this deed is for reference only and does not affect the meaning of the words thereunder;
 - (h) each reference to a clause or Schedule is (unless expressly provided to the contrary) to be construed as a reference to the relevant clause or Schedule to this deed; and
 - (i) an Event of Default is "**continuing**" if it has not been waived.

2. COVENANT TO PAY

- 2.1 The Chargor shall pay or discharge to the Chargee all the Secured Obligations when due.

3. CHARGING CLAUSE

3.1 Charge

As a continuing security for the payment and discharge of the Secured Obligations, the Chargor as beneficial owner hereby:

- (a) Demises and assigns unto the Chargee so much of the Property as is unregistered land TO HOLD as to so much thereof as is freehold unto the Chargee for the term of ten thousand years from the date hereof without impeachment of waste and as to so much thereof as is leasehold unto the Chargee for the residue or residues of the term or respective terms of years for which the same is held less the last three days of such term or of each of such terms without impeachment of waste.
- (b) As registered owner or the person entitled to become registered as owner charges in favour of the Chargee as much of the Property as is registered or are required to be registered in the Land Registry by virtue of the statutes in that behalf or otherwise and assents to the registration of the charge hereby created as a burden affecting the Property; and
- (c) Charges by way of floating security all moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Chargor now and from time to time placed on or used in or about the Property (which expression shall where the context so admits include all such items) such floating charge to crystallise (if it has not already done so) upon the earlier of:
 - (i) A demand being made for payment under Clause 2 (without any necessity for such demand to refer specifically to such crystallisation); or
 - (ii) The date of service of any notice given by the Chargee to the Chargor pursuant to Clause 3.2.

- 3.2 The Chargee may by written notice convert the floating charge created by Clause 3.1 into a specific charge as regards any assets specified in the notice which the Chargee shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened to be levied and may appoint a Receiver thereof.

- 3.3 If the Chargor shall pay and discharge all the monies hereby secured (upon demand or without demand) the Chargee will upon the request and at the cost of the Chargor surrender the Property unto the Chargor or as the Chargor shall direct or discharge the same from any charge thereon.

4. LAND REGISTRATION

4.1 Land Registry

- (a) The Chargor within the applicable time limits is to apply to the Land Registrar to enter the following inhibition to be registered against its title to the Property:

""No disposition of the registered estate by the registered owner of the registered estate or by the registered owner of any registered charge, not being a charge registered before the entry of this inhibition is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2023 in favour of Diamond Shelf Company Number 8 Limited registered on on the folio(s)."

- (b) The Chargee, in its absolute discretion, may make the application referred to in clause 4.1(a) in place of the Chargor. The Chargor consents to the entry of such restriction and will pay the Expenses on demand incurred in connection with such application.

4.2 Further Assurance

The Chargor is (whether directly or indirectly) at its own expense to do whatever the Chargee may reasonably require in perfecting, validating, registering and/or filing of the security constituted by this deed or any other matter in connection with the security constituted by this deed.

5. NEGATIVE PLEDGE

5.1 The Chargor shall not:

- (a) create or permit to subsist any security over all of or part of the Security Assets save with the consent of the Chargor;
- (b) sell or transfer all of or part of the Security Assets.

6. REPRESENTATIONS AND WARRANTIES

6.1 The Chargor represents and warrants to the Chargee on the date of this deed and on each day on which the Secured Obligations are outstanding that:

- (a) the execution of this deed by the Chargor and the content of this deed will not:
- (i) conflict with or result in any breach of any law or regulation;
- (ii) constitute a default, acceleration of payment or termination event (however described) under any agreement or instrument binding upon it; and

- (b) it has all necessary Authorisations required or desirable for the execution, delivery, issue, validity or enforceability of this deed or of the performance of the Chargor's obligations or the exercise of its rights under this deed.

7. PROPERTY WARRANTIES

7.1 The Chargor further represents and warrants that:

- (a) it is the legal and beneficial owner of the Property;
- (b) all Authorisations required or desirable for the continued use of the Property for its present purpose have been obtained and have not been (and the Chargor is not aware of any circumstance having arisen whereby they might be) withdrawn; and
- (c) it has not received notice of any adverse claim by any person in respect of the ownership of the Property or any interest in the Property.

8. UNDERTAKINGS

8.1 Undertakings

The Chargor undertakes to the Chargee throughout the Security Period that:

- (a) it will comply in all respects with the insurance undertakings set out in the Loan Agreements and will ensure that the interest of the Chargee is noted on the relevant policy or policies;
- (b) it will upon the Chargee's written request take all steps and execute all documents necessary:
 - (i) to render effective and valid any security or any right or power created or intended to be created or evidenced under or by this deed but which is or may be ineffective or invalid;
 - (ii) to perfect or protect any such security or to facilitate its enforcement or realisation;
- (c) it will pay all Expenses on demand and if it does not do so, the Expenses will bear interest at the Default Rate from and including the date of demand to and including the date of payment;

8.2 Cure Rights

If the Chargor fails to comply with any of the covenants and undertakings set out under this deed it will allow and hereby irrevocably authorises the Chargee and any nominee of the Chargee to take such action (including the making of payments) on behalf of the Chargor that is necessary to ensure that such covenants and/or undertakings are complied

with and if such payment is made by the Chargor or its nominee on behalf of the Chargor such payment amount shall be added to and form part of the Secured Obligations.

8.3 Further Advances under Existing Security

The Chargor shall neither request nor accept any further advance under any prior legal charge in respect of the Property.

9. ENFORCEABILITY

This deed will become enforceable and the power of sale shall be exercisable upon the occurrence of an Event of Default.

10. ENFORCEMENT OF SECURITY

10.1 Power to appoint Receiver

At any time after the Chargor's power of sale has become exercisable, the Chargee may appoint one or more than one Receiver in respect of the Security Assets or any of them and if more than one Receiver is appointed the Receiver may act jointly and severally or individually.

10.2 Power to remove a Receiver

The Chargor may remove the Receiver and appoint another Receiver and may also appoint an alternative or additional Receiver.

10.3 Receiver as agent

The Receiver will, so far as the law permits, be the agent of the Chargor. The Chargor will be solely responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver. No Chargee will be responsible for any misconduct, negligence or default of the Receiver.

10.4 Receiver's powers continue

The powers of the Receiver will continue in full force and effect following the liquidation or bankruptcy of the Chargor (as the case may be).

10.5 Remuneration of Receiver

The remuneration of the Receiver will be payable by the Chargor and will form part of the Secured Obligations.

10.6 Receiver's powers

The Receiver will have the power on behalf of the Chargor:

- (a) to do or omit to do anything which he considers appropriate in relation to the Security Assets in such manner as he thinks fit;

- (b) to exercise all or any of the powers conferred on the Receiver or the Chargee under this deed or conferred upon administrative receivers by the Insolvency Order (even if he is not an administrative receiver), or upon receivers by the Act or any other statutory provision (even if he is not appointed under the Act or such other statutory provision);
- (c) to enter upon, take possession of and generally operate and manage the Security Assets;
- (d) to collect and get in all rents, fees, charges or other income in respect of the Security Assets;
- (e) without restriction, to sell, charge, grant, vary the terms or accept surrenders of, leases or, tenancies of, licences to occupy, or options or franchises over or otherwise deal with and dispose of the Security Assets or any property acquired in exercise of its powers under this deed;
- (f) to exercise on behalf of the Chargor and without the consent of or notice to the Chargor all the powers conferred on a landlord or a tenant by any legislation from time to time in force in any relevant jurisdiction relating to leasehold property, landlord and tenant, rents, housing or agriculture in respect of the Property;
- (g) in the name of the Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to the Chargor, the Security Assets or any business carried on from the Property, as in any case he thinks fit;
- (h) to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Chargor or relating in any way to the Security Assets;
- (i) to give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realising the Security Assets;
- (j) to insure the Security Assets, any assets acquired by the Receiver in exercise of his powers, and any business or works, and effect indemnity insurance or other similar insurance, in every case in such amounts, against such risks and with such offices as the Receiver thinks fit, and obtain bonds and give indemnities and security to any bondsmen;
- (k) to redeem any prior security (or procure the transfer of such security to himself) and settle and pass the accounts of the person entitled to the prior security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver; and
- (l) either in the name of the Chargor or in the name of the Receiver to execute documents and do all other acts or things which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the realisation or use of the Security Assets.

10.7 Chargor may exercise powers

The Chargee may, at any time after this deed has become enforceable pursuant to clause 9, exercise, to the fullest extent permitted by law, all or any of the powers authorities and discretions conferred on a Receiver by this deed, whether as attorney of the Chargor or otherwise and whether or not a Receiver has been appointed.

10.8 Ability to vary powers

The Chargee may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on Receivers by this deed or by law.

11. APPLICATION OF PROCEEDS

11.1 Order of application

The proceeds arising from the exercise of the powers of the Receiver will, subject to any claims ranking in priority to the Secured Obligations, be applied by or at the direction of the Receiver in or towards discharging or satisfying, in the following order of priority:

- (a) firstly, the costs, charges and expenses of and incidental to the Receiver's appointment and the payment of his remuneration;
- (b) secondly, any costs, charges, expenses and liabilities of or incurred by any Enforcement Party in the exercise of any of its powers;
- (c) thirdly, the Secured Obligations, in such order as the Chargor may determine; and
- (d) fourthly, the claims of any other persons entitled to any surplus.

11.2 Appropriation of proceeds

The Chargee is entitled to appropriate money and/or assets to Secured Obligations in such manner or order as it thinks fit and any such appropriation shall override any appropriation by the Chargor.

11.3 Suspense Account

The Chargee may place (for such time as it thinks prudent with regard to applicable laws) any money received by it pursuant to this deed to the credit of a suspense account (without liability to account for interest thereon) for so long and in such manner as the Chargee may from time to time determine without having any obligation to apply that money or any part of it in or towards discharge of the Secured Obligations.

11.4 Ruling off accounts

If the Chargee receives notice of a subsequent mortgage or charge relating to the Security Assets, it will be entitled to close any account and to open a new account in respect of the

closed account. If the Chargee does not open such new account, it will in any event be treated as if it had done so at the time when it received such notice.

11.5 Settlements conditional

Any release, discharge or settlement between the Chargor and the Chargee shall be conditional upon no security, disposition or payment to the Chargee by the Chargor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition is not fulfilled the Chargee shall be entitled to enforce this deed as if such release, discharge or settlement had not occurred and any such payment had not been made.

12. PROTECTION OF THIRD PARTIES

12.1 Third party dealings

A buyer from, tenant or other person dealing with any Enforcement Party will not be concerned to enquire whether any of the powers which such Enforcement Party has exercised or purported to exercise have arisen or become exercisable and may assume that such Enforcement Party is acting in accordance with this deed.

12.2 Receipt of proceeds

Receipt by the Chargee or any Receiver shall be an absolute and a conclusive discharge to a purchaser of the Security Assets and shall relieve such purchaser of any obligation to see to the application of any monies paid to or by the direction of the Chargee or any Receiver.

13. PROTECTION OF CHARGE/ ENFORCEMENT PARTY

13.1 No liability for Enforcement Party

No Enforcement Party will be liable to the Chargor for any expense, loss, liability or damage incurred by the Chargor arising out of the exercise of its rights or powers or any attempt or failure to exercise those rights or powers except any expense, loss, liability or damage arising from its gross negligence, fraud or wilful misconduct.

13.2 Not mortgagee in possession

If the Chargee or any Receiver enters into possession of the Security Assets, or any of them, this will not oblige either the Chargee or the Receiver to account as mortgagee in possession, and if at any time the Chargee enters into possession of the Security Assets, or any of them, it may at any time at its discretion go out of such possession.

13.3 Indemnity

The Chargor hereby indemnifies the Chargee and any Receiver or Delegate on demand against any costs, loss or liability incurred by any of them in respect of any exercise of the powers of the Chargee and any Receiver or Delegate or any attempt or failure to exercise those powers and anything done or omitted to be done in the exercise or purported

exercise of the powers under this deed or under any appointment duly made under the provisions of this deed.

13.4 Preservation of rights

Neither the liability of the Chargor nor the validity or enforceability of this deed shall be prejudiced, affected or discharged by:

- (a) the granting of any time or indulgence to any Obligor or any other person;
- (b) any variation or modification of any Loan Agreements or facility agreement relating to the Secured Obligations or any other documents referred to therein or related thereto or establishing financial indebtedness that forms part of or relates to the Secured Obligations;
- (c) the invalidity or enforceability of any obligation or liability of any party due to the Chargee;
- (d) any invalidity or irregularity in the execution of any Loan Agreements or facility agreement or any other agreement establishing indebtedness that forms part of or relates to the Secured Obligations or any other documents referred to therein or related thereto;
- (e) any lack of capacity or deficiency in the powers of any Obligor or any other person to enter into or perform any of its obligations due to a Chargee or any irregularity in the exercise thereof or any lack of authority by any person purporting to act on behalf of any Obligor or such other person;
- (f) the insolvency, bankruptcy or incapacity, disability or limitation or any change in the constitution or status of any Obligor or any other person;
- (g) any other security interest, encumbrance, guarantee or other security or surety or right or remedy being or becoming held by or available to a Chargee or by any other person or by any of the same being or becoming wholly or partly void, voidable, unenforceable or impaired or by a Chargee at any time releasing, refraining from enforcing, varying or in any other way dealing with any of the same or any power, right or remedy a Chargee may now or hereafter have from or against any Obligor or any other person;
- (h) any waiver, exercise, omission to exercise, compromise, renewal or release of any rights against any Obligor or any other person or any compromise, arrangement or settlement with any of the same; or
- (i) any act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this deed or the liability of the Chargor under this deed.

14. POWER OF ATTORNEY

- 14.1 The Chargor irrevocably and by way of security appoints the Chargee and each Receiver and any person nominated for the purpose by the Chargee or the Receiver to be the

attorney of the Chargor (with full power of substitution and delegation) for any purpose set out in this deed.

- 14.2 The power of attorney granted in this clause allows the Chargee, the Receiver or such nominee in the name of the Chargor and on its behalf and as its act and deed to:

- (a) perfect the security given by the Chargor under this deed; and
- (b) execute, seal and deliver (using the Chargor's seal where appropriate) any document or do any act or thing which the Chargor has agreed to execute or do under this deed.

15. STATUTORY PROVISIONS

- 15.1 The covenants set out in section 7 of the Act shall extend to bind the Chargor only if, in any case, the relevant covenant imposes upon the Chargor a burden, liability or obligation that would not otherwise arise under this deed.
- 15.2 For the purposes only of section 19 of the Act, (but otherwise subject to the provisions of clause 9), the conditions set out in that section as to when such powers arise do not apply.
- 15.3 The Chargee and any Receiver may exercise the statutory power of sale conferred by the Act free from the restrictions imposed by section 20 of the Act, which shall not apply to this deed.
- 15.4 The power of sale and the other powers conferred by the Act or otherwise are extended and varied to authorise the Chargee in its absolute discretion to do all or any of the things or exercise all or any of the powers which a Receiver is empowered to do or exercise under this deed.
- 15.5 The restriction on the consolidation of mortgages in Section 17 of the Act does not apply to this deed nor to any security given to the Chargee pursuant to this deed.
- 15.6 The restrictions on the powers of the Chargee or the Receiver to grant leases or to accept the surrender of leases in section 18 of the Act do not apply to this deed.
- 15.7 Section 24(1) of the Act shall not apply to this deed.
- 15.8 Sections 21 (3), 22, 24(6) and 24(8) of the Act will not apply to the Chargee nor to a Receiver appointed under this deed.

16. SET OFF

The Chargee may at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any obligation it owes to any Obligor in whatever currency and set-off any sum in respect of such obligation in or towards satisfaction of the Secured Obligations.

17. MISCELLANEOUS PROVISIONS

17.1 Continuing security

This deed shall remain in full force and effect as a continuing security for the secured obligations, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the trustee discharges this deed in writing.

17.2 Waivers

Time shall be of the essence under this deed but no failure or delay on the part of the Chargee to exercise any power, right or remedy under this deed shall operate as a waiver thereof, nor shall any single or partial exercise by the Chargee of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy.

17.3 Remedies

The remedies provided in this deed are cumulative and are not exclusive of any remedies provided by law.

17.4 Amendment

Any amendment or waiver of any provision of this deed and any waiver of any default under this deed shall only be effective if made in writing and signed by the Chargee for and on behalf of itself.

17.5 Statement of Account

Any statement of account signed as correct by the Chargee showing any amount due under this deed shall, in the absence of manifest error, be conclusive evidence of the amount so due.

17.6 Severability

If any provision of this deed is prohibited or unenforceable in any jurisdiction such prohibition or unenforceability shall not invalidate the remaining provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction.

17.7 Assignment

The Chargee may assign and/or transfer any or all of its rights under this deed. The Chargor shall not assign or transfer any of its rights or obligations under this deed.

17.8 Successors and Assigns

This deed shall bind and shall inure for the benefit of each of the parties hereto and each of their respective successors and permitted assigns.

17.9 Third Party Rights

A person who is not a party to this deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this deed.

17.10 Counterparts

This deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party hereto may execute this deed by signing any such counterpart.

17.11 Perpetuity Period

The perpetuity period for any trusts created under this deed shall be 80 years.

18. NOTICES

18.1 Requirements for Notices

Every notice, request, demand or other communication under this deed shall:

- (a) be in writing delivered personally or by first-class pre-paid letter or facsimile transmission only;
- (b) be deemed to have been received, subject as otherwise provided in this deed, in the case of a letter, when delivered and, in the case of a facsimile transmission, when a complete and legible copy is received by the addressee (unless the time of despatch is after close of business in which case it shall be deemed to have been received at the opening of business on the next Business Day); and
- (c) be sent to the Chargor at the Property or to such address or fax number in the UK as may be notified by the Chargor to the Chargee from time to time.
- (d) be sent to the Chargee at such address or fax number as is notified by the Chargee to the Chargor from time to time.

19. GOVERNING LAW AND JURISDICTION

19.1 This deed is governed by Northern Irish Law.

19.2 The courts of Northern Ireland have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this deed (including a dispute regarding the existence, validity or termination of this deed).

20. LIMITATION ON LIABILITY

20.1 Notwithstanding anything to the contrary herein appearing it is hereby expressly agreed and declared by the parties hereto that each and every liability undertaken hereunder shall be subject to the proviso that the liability of AJ Bell Trustees Limited whether jointly or severally shall not exceed in amount the value of the assets of the Scheme from time to time in their hands.

EXECUTION

THE CHARGOR

EXECUTED as a deed by
GARVAN EMMETT O'DOHERTY

) [Redacted]
) [Redacted]
) [Redacted]

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

[Redacted]

Ann Marie Cusack

[Redacted]

Chill CEO

[Redacted]

Charlene McMonagle

[Redacted]

Chartered Accountant

6/12/23

EXECUTED as a deed by
AJ BELL TRUSTEES LIMITED
acting by:

In presence of

[Redacted]

NEIL McNEAGLE
SOLICITOR
BELFAST

) Elisabeth Housken

) Director

)

[Redacted]

Director

THE CHARGE

EXECUTED as a deed by

DIAMOND SHELF COMPANY NUMBER 8 LIMITED)

acting by:

)

).....

) Director

Director's Name:

In the presence of:

Witness Signature:

Witness Name:

Witness Address:

Witness Occupation:

This deed is made and delivered as a deed on the date above first written.

SCHEDULE 1

PROPERTY

Address	Title
113-118 Duncreggan Road, Derry/ Londonderry, County Londonderry, BT48 0AB	All that contained in Folio 18844 County Londonderry
24 Queens Quay, Derry/ Londonderry, Londonderry, BT48 7BN	All that contained in Folio LY119272 County Londonderry
56 Strand Road and 20a Queens Quay, Derry/ Londonderry, County Londonderry	All that contained in Folio LY76780L County Londonderry
60-62 Strand Road, Derry/ Londonderry, County Londonderry	All that contained in Folio LY88823 County Londonderry
64 Strand Road, Derry/ Londonderry, County Londonderry	All that contained in Folios LY111522L County Londonderry and LY111391 County Londonderry.
8 Northland Road, Derry/ Londonderry, County Londonderry, BT48 7GD	All that contained in Folio LY79923 County Londonderry.
St Columb's Hall, Newmarket Street, Derry/ Londonderry, County Londonderry.	All that contained in Folio LY126530 County Londonderry.