



Registration of a Charge

Company name: **LONDONDERRY INNER CITY TRUST**

Company number: **NI020978**



X5XVJ36Y

Received for Electronic Filing: **11/01/2017**

Details of Charge

Date of creation: **11/01/2017**

Charge code: **NI02 0978 0020**

Persons entitled: **SPECIAL EU PROGRAMMES BODY**

Brief description: **ALL THAT AND THOSE THE LANDS BUILDINGS HEREDITMENTS RIGHTS AND PREMISE KNOWN AS THE CITY CENTRE GARDEN OF REFLECTION, DERRY WHICH ARE SHADED BLUE, ORANGE, GREEN AND RED ON THE ATTACHED MAP.**

Contains negative pledge.

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JOHN MCELRONE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI20978

Charge code: NI02 0978 0020

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 11th January 2017 and created by LONDONDERRY INNER CITY TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2017 .

Given at Companies House, Belfast on 11th January 2017

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**

REGISTRY OF DEEDS OF NORTHERN IRELAND

THIS MORTGAGE AND CHARGE is made the 11th day of January, 2017

BETWEEN:-

- (1) **LONDONDERRY INNER CITY TRUST** a company incorporated in Northern Ireland under company number NI020978 having its registered office at 31-33 Shipquay Street, Londonderry, BT48 6DL (hereinafter called "the Mortgagor" which expression shall include the Mortgagor's successors and permitted assigns) of the one part;
AND
- (2) **SPECIAL EU PROGRAMMES BODY**, a North/South Body established pursuant to an agreement between the Government of Ireland and the Government of the United Kingdom and Great Britain and having its address at The Clarence West Building, 2 Clarence Street West, Belfast, BT2 7GP (hereinafter called "SEUPB" which expression shall include its successors and assigns) of the other part.

WHEREAS:-

- (A) Pursuant to a letter of offer (the "Letter of Offer") dated 15 November 2012 from SEUPB to the Mortgagor, SEUPB agreed, inter alia, to make financial assistance available to the Mortgagor for the purposes set out in the Letter of Offer in accordance with the terms and conditions set out therein and the Mortgagor accepted and undertook to discharge and perform its liabilities to SEUPB under the Letter of Offer and to be bound by the terms thereof in every way.
- (B) It is a condition of the Letter of Offer that SEUPB has the right to take a mortgage and charge over the Secured Property (as defined below). The purpose of such mortgage and charge is to protect public investment and in particular to ensure that programme funds are used for the purpose for which the grant was made.
- (C) The Mortgagor is satisfied that entering into this Deed is for the purposes and to the benefit of the Mortgagor and in accordance with its constitutional documents.

NOW THIS DEED WITNESSETH:-

1. INTERPRETATION

- 1.1 In this Deed where the context so admits or requires:-

"Act" means the Conveyancing Act, 1881

"Encumbrance" includes any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right, trust arrangement or other security arrangement or agreement and any other agreement or arrangement having substantially the same economic effect;

"Secured Liabilities" means all monies, obligations and liabilities whether actual or contingent which now are or at any time hereafter may be or become due owing or incurred by the Mortgagor to SEUPB and any reference to the "Secured Liabilities" includes a reference to any of them;

"Secured Obligations" means all moneys, obligations and liabilities herein covenanted to be paid or discharged by the Mortgagor;

"Secured Property" means the property described in the Schedule and (by way of extension of Section 6 of the Act) all rights liberties, powers, easements, quasi easements and appurtenances (in each case of whatever nature) attached or appurtenant thereto and all buildings, erections, fixtures, fittings (including trade fixtures and fittings) and fixed plant and machinery from time to time therein or thereon and the full benefit or all warranties and maintenance contracts for any of the same;

"this Deed" means this Mortgage and Charge.

1.2 In this Deed:-

- (a) references to clauses and schedules are to be construed as references to the clauses and schedules of this Deed;
- (b) words importing the singular are to include the plural and vice versa;
- (c) references to a person are to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any state or agency of a state, whether or not a separate legal entity;
- (d) any document, letter or agreement includes that document, letter or agreement as amended, supplemented, novated or replaced from time to time;
- (e) references to any statutory provision are to be construed as reference to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Deed) and are to include any orders, regulations, instruments or other subordinated legislation made under or deriving validity from that statutory provision;
- (f) clause headings are for ease of reference only and are not intended to affect the interpretation of this Deed;
- (g) words importing the neuter shall include the masculine and the feminine and vice versa.

2. **COVENANT TO PAY AND DISCHARGE**

For good and valuable consideration, the Mortgagor hereby unconditionally and irrevocably covenants with SEUPB to pay and discharge on demand the Secured Liabilities and all costs, charges, expenses and other sums (legal or otherwise) on a full indemnity basis.

3. **CHARGING PROVISIONS**

- 3.1 As continuing security for the payment and discharge of the Secured Obligations, the Mortgagor as legal and beneficial owner (and also in the case of registered land as registered owner or the person entitled to be registered as registered owner) hereby:-

(a) DEMISES unto SEUPB the Secured Property:

- (i) TO HOLD so much of the same as is held in fee simple or under fee farm grant unto SEUPB for the term of 1,000 years from the date hereof; and/or
- (ii) TO HOLD so much of the same as is of leasehold tenure unto SEUPB for the residue of the respective terms of years for which the Mortgagor now holds the same respectively less the last day of such terms

PROVIDED that the Mortgagor hereby declares that the Mortgagor shall henceforth stand possessed of any reversion hereby reserved of the term of any years hereby demised and any further or other interest which the Mortgagor now has or may hereafter acquire or become entitled to in the same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever IN TRUST for SEUPB and to be conveyed assigned or otherwise dealt with whether to SEUPB or its nominee or otherwise as SEUPB shall direct but subject to the same equity of redemption as may for the time being be subsisting in the said property.

(b) CHARGES unto SEUPB so much of the Secured Property, title to which is registered land together with all buildings, fixtures and fixed plant and machinery from time to time thereon with the payment, performance and discharge of the Secured Obligations;

3.2 The security referred to in subclauses 3.1(a)-(b) shall be first ranking charges and/or security assignments and where the Mortgagor is a company, shall be fixed charges.

3.3 Nothing in Clause 3.1 shall impose any obligation or liability on SEUPB in respect of any of the Secured Property.

4. NEGATIVE PLEDGE

The Mortgagor shall not during the continuance of this Deed except with the prior written consent of SEUPB:

- (a) create, extend or permit to subsist any Encumbrance over the Secured Property ranking in priority to or pari passu with or after the security hereby created; or
- (b) part with, sell, transfer, lend, lease or otherwise dispose of, whether by means of one or of a number of transactions related or not and whether at one time or over a period of time, the whole or any part of the Secured Property.

5. REPRESENTATIONS AND WARRANTIES

The Mortgagor hereby warrants, represents and undertakes that:-

- (a) it is and will, at all times during the subsistence of the security hereby constituted, be the sole legal and beneficial owner of the Secured Property;
- (b) this Deed is and will during the continuance of this Deed continue to constitute a first priority security over the Secured Property enforceable against the Mortgagor and third party creditors in accordance with its terms;
- (c) there subsists no breach of any law or regulation which materially and adversely affects or would affect the value of the Secured Property;
- (d) nothing has arisen or has been created or is subsisting which would be an overriding interest over the Secured Property; and
- (e) it has not received notice of any adverse claim by any person in respect of the ownership of the Secured Property or any interest in it nor has any acknowledgement been given to any person in respect of the Secured Property.

6. **COVENANTS**

The Mortgagor hereby covenants and undertakes with SEUPB that the Mortgagor shall deposit with SEUPB and permit SEUPB to retain as part of the security hereby constituted the deeds and documents of title of the Secured Property (and the insurance policies relating thereto).

7. **BENEFIT OF DEED**

This Deed shall remain enforceable, valid and binding for all purposes notwithstanding any change in the name of SEUPB or its absorption of, or by, or amalgamation or consolidation with, any other company or any change in the constitution of SEUPB, its successors or assigns or the company by which the business of SEUPB may from time to time be carried on and shall be available to such successors, assigns or company carrying on that business for the time being.

8. **FURTHER ASSURANCE**

The Mortgagor shall at any time execute and do all such assurances, acts and things as SEUPB may require for perfecting or protecting the security created by this Deed over the Secured Property both present and future or any part thereof.

9. **SEVERABILITY**

Each of the provisions of this Deed is severable and distinct from the others and if at any time any such provision is or becomes invalid, illegal or unenforceable in any jurisdiction, it shall not affect the validity, legality and enforceability of the remaining provisions hereof or affect the validity, legality or enforceability of such provision in any other jurisdiction. Without prejudice to the foregoing, if at any time any liability in

relation to the Secured Obligations is or becomes invalid, illegal or unenforceable then such occurrence shall not prejudice the continuing effectiveness of the security created by or pursuant to this Deed for any liability in relation to the Secured Obligations which is not so affected.

10. **GENERAL**

- 10.1 Where there is more than one person or company acting as the Mortgagor, the liability of each such person or company hereunder shall be joint and several and every agreement, undertaking, covenant, representation and warranty on the part of the Mortgagor shall be construed accordingly and all references to the Mortgagor herein shall where the context requires or admits be construed as references to all or any one or more of them.
- 10.2 Any provision of this Deed may be amended, supplemented or novated only if the Mortgagor and SEUPB so agree in writing. Any waiver of, and any consent or approval by SEUPB under, any provision of this Deed shall not be effective unless it is in writing, and may be given subject to any conditions thought fit by SEUPB, may be withdrawn or modified at any time and shall be effective only in the instance and for the purpose for which it is given.

11. **NOTICES**

- 11.1 Any notice, demand, request or other communication given hereunder shall be in writing signed by an officer or agent of SEUPB and (without prejudice to any other effective means of serving it) may be served on the Mortgagor and shall be deemed duly served if served on the Mortgagor personally or if left at or sent by post, or cable to the Mortgagor's address or registered office (as the case may be) for the time being or the address last known to SEUPB, or stated hereon or to any one of the Mortgagor's principal places of business or if sent by telex or facsimile to any of the Mortgagor's principal telex or facsimile numbers.
- 11.2 Any such communication served on the Mortgagor shall be deemed to be given: (i) when served (if served on the Mortgagor personally or, where appropriate, an officer of the Mortgagor); or (ii) when despatched (if served by telex or facsimile); or (iii) when left at the address mentioned above (if left at such address); or (iv) two days after posting or despatch (if served by post or cable) and in proving service of any such communication sent by post it shall be sufficient to show that the communication was properly addressed and posted and such proof of service shall be effective notwithstanding that it was in fact not delivered or was returned undelivered.
- 11.3 Any notice or other communication served or made on SEUPB shall be effective only on actual receipt by SEUPB.
- 11.4 Any demand for payment hereunder shall be valid and effective for all the purposes of this Deed notwithstanding that the demand contains no statement of the relevant liabilities or that it inadvertently contains an inaccurate or incomplete statement of them.

12. **ASSIGNMENT**

- 12.1 This Deed shall be binding upon and inure to the benefit of each party hereunder and permitted assigns.
- 12.2 SEUPB may assign or transfer all or any of its rights, benefits or obligations hereunder. Any assignee, transferee or successor of SEUPB shall be entitled to enforce and proceed with this security in the same manner as if named herein.
- 12.3 The Mortgagor hereby confirms that SEUPB shall be entitled to impart such information concerning the Mortgagor to any such assignee, transferee or other successor or any participant or proposed assignee, transferee, successor or participant as SEUPB may consider appropriate. The Mortgagor hereby also confirms that SEUPB shall be entitled to impart such information concerning the Mortgagor to any service provider appointed by SEUPB or to any other party to whom any functions of SEUPB are outsourced as SEUPB may consider appropriate.
- 12.4 The Mortgagor shall not be entitled to assign or transfer any of the Mortgagor's rights, benefits or obligations hereunder without the prior written consent of SEUPB.

13. **LAW AND JURISDICTION**

- 13.1 This Deed is governed by and shall be construed in accordance with the laws of Northern Ireland and the Mortgagor hereby irrevocably agrees that the courts of Northern Ireland shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Deed and for such purposes irrevocably submits to the jurisdiction of such courts.
- 13.2 Nothing contained in this Clause shall limit the right of SEUPB to take proceedings against the Mortgagor in any other court of competent jurisdiction nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not (unless precluded by applicable law).
- 13.3 The Mortgagor irrevocably waives any objection which the Mortgagor may have now or in the future to the courts of Northern Ireland being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

14. **ASSENT TO CHARGE**

- 14.1 The Mortgagor hereby assents to the registration of the charge as a burden on the folio of any registered land referred to in Clause 3 of which the Mortgagor is the registered owner and consents to registration of an Inhibition in the following terms:-

"except under an order of the Registrar, no disposition or dealing by the Registered Owner of the land is to be registered without the written consent of the Registered Owner for the time being of the charge registered on the day of

IN WITNESS whereof this Deed has been duly executed on the date first above written.

SCHEDULE

Secured Property

ALL THAT AND THOSE the lands buildings hereditaments rights and premises known as the City Centre Garden of Reflection, Derry, which are shaded blue, orange, green and red and which are shown on the attached map ('the map') and, using the numbering of the map, and being parts of the several lands described in;

1. A Deed of Conveyance dated 3rd March 2015 and made between Most Reverend Dr Edward Daly, Right Reverend James Mehaffey and Michael McCafferty (1) and Londonderry Inner City Trust (2) registered in the Registry of Deeds on 21st March 2015 under Book 143 No. 095.
2. A Deed of Conveyance & Appointment dated 10th January 2016 and made between Eamon Deane (1) and Londonderry Inner City Trust Limited (2) registered in the Registry of Deeds on 17th February 2016 under Book 052 No. 028.
3. A Deed of Rectification dated 1st October 2001 and made between Most Reverend Doctor Edward Daly, Right Reverend Doctor James Mehaffey, John McDaid, Joseph Fegan, Michael McCafferty, Reverend James Young, Reverend David Gray, Jennifer Johnston, Thomas Edmund Walker Huey, Reverend Maurice Bolton, Len Green, David Davis, Tony Carlin, James Guy, Annie Courtney, John McNickle, John Tierney, Eamon Deane & Mary Bradley (1) and Londonderry Inner City Trust (2) registered in the Registry of Deeds on 2nd April 2003 under Book 097 No. 124
4. A Deed of Rectification dated 1st October 2001 and made between Most Reverend Doctor Edward Daly, Right Reverend Doctor James Mehaffey, John McDaid, Joseph Fegan, Michael McCafferty, Reverend James Young, Reverend David Gray, Jennifer Johnston, Thomas Edmund Walker Huey, Reverend Maurice Bolton, Len Green, David Davis, Tony Carlin, James Guy, Annie Courtney, John McNickle, John Tierney, Eamon Deane & Mary Bradley (1) and Londonderry Inner City Trust (2) registered in the Registry of Deeds on 2nd April 2003 under Book 097 No. 131 and a Deed of Rectification dated 15th March 2010 and made between Most Reverend Doctor Edward Daly, Right Reverend Doctor James Mehaffey, John McDaid, Michael McCafferty, Reverend James Young, Reverend David Gray, Jennifer Johnston, Thomas Edmund Walker Huey, Reverend Maurice Bolton, David Davis, Annie Courtney, John Tierney, Eamon Deane & Mary Bradley (1) and Londonderry Inner City Trust (2) registered in the Registry of Deeds on 21st September 2010 under Book 265 No. 021.

EXECUTED as a DEED by
LONDONDERRY INNER CITY
TRUST

John McShane
Director

Daniel McArthur
Director/Secretary

OR

EXECUTED as a DEED by
LONDONDERRY INNER CITY
TRUST

acting by _____, Director,
in the presence of:-

Signature of Witness

Name of Witness

Address of Witness

Occupation of Witness

Signature of Trustee

EXECUTED AS A DEED
by SPECIAL EU PROGRAMMES BODY
acting by

Authorised Signatory

FORMS OF RELEASE

(Registry of Deeds, where applicable)

SPECIAL EU PROGRAMMES BODY of The Clarence West Building, 2 Clarence Street West, Belfast, BT2 7GP **HEREBY ACKNOWLEDGES** receipt of all monies secured by the within-written Deed.

Dated this day of 20

1. The Mortgage is comprised of the following Deed:-

<u>Date</u>	<u>Description</u>	<u>Serial Number in the Registry of Deeds</u>
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EXECUTED AS A DEED
by **SPECIAL EU PROGRAMMES BODY**
acting by

Authorised Signatory

Land Registry (where applicable)

LAND REGISTRY

FOLIO(S):

COUNTY:

REGISTERED OWNER:

REGISTERED OWNER OF CHARGE: SPECIAL EU PROGRAMMES BODY

SPECIAL EU PROGRAMMES BODY (hereinafter called "SEUPB") the Registered Owner of a Charge registered on day of as a burden on the lands comprised in the above mentioned Folio(s) hereby releases from the said Charge the said lands.

Dated this day of 20

EXECUTED AS A DEED
by **SPECIAL EU PROGRAMMES BODY**
acting by

Authorised Signatory

Dated the 11th day of January 2017

One Part

LONDONDERRY INNER CITY TRUST

Other Part

SPECIAL EU PROGRAMMES BODY

MORTGAGE AND CHARGE