In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

COMPANIES HOUSE
FEE PAID
BELFAST

Companies House

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

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

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is NOT for**
You may not use this form to register a charge where there is no instrument. Use form MR08.

For further information, please refer to our guidance at: www.companieshouse.gov.uk

This form **must be delivered to the Registrar for registration wit[hin] 21 days** beginning with the day after the date of creation of the charg[e] delivered outside of the 21 days it will be rejected unless it is accompa[nied by a] court order extending the time for delivery.

THURSDAY

J73QCLQH
JNI 12/04/2018 #2
COMPANIES HOUSE

You **must** enclose a certified copy of the instrument with this form. Th[is will be] scanned and placed on the public record.

For official use
0021

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

All fields are mandatory unless specified or indicated by *

1 Company details

Company number	N I 0 2 0 9 7 8
Company name in full	Londonderry Inner City Trust

2 Charge creation date

Charge creation date	d2 d3 m0 m3 y2 y0 y1 y8

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	AIB GROUP (UK) PLC
Name	
Name	
Name	

COMPANIES HOUSE
1 2 APR 2018
BELFAST

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.

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

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

Description

Charge Over Deposit
By way of first fixed charge in favour of AIB Group (UK) Plc ("the Bank") as continuing security for the repayment on demand on the indebtedness ALL THAT sums deposited or to be deposited by the Company in the Account(s) and any other sum or sums which are from time to time deposited by the Company in the Account(s).
(For more details please refer to the attached instrument)

5 Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☑ **Yes**

☐ **No**

6 Floating charge

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

☐ **Yes** Continue

☑ **No** Go to **Section 7**

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

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☐ **Yes**

☑ **No**

8 Trustee statement ❶

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.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X Adam Leitch X

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

MR01
Particulars of a charge

Presenter information

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

Contact name: Adam Leitch
Company name: FIRST TRUST BANK
LEGAL DEPARTMENT
Address: 92 ANN STREET

Post town: BELFAST
County/Region:
Postcode: B T 1 3 H H
Country: NORTHERN IRELAND
DX:
Telephone: 02890479315

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI20978

Charge code: NI02 0978 0021

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 23rd March 2018 and created by LONDONDERRY INNER CITY TRUST was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th April 2018.

Given at Companies House, Belfast on 16th April 2018

Companies House

REGISTRAR OF COMPANIES FOR NORTHERN IRELAND

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

I hereby certify that this is a true
And fair copy of the original
Adam Cettl
Solicitor
12/04/2018
Dated

CHARGE OVER DEPOSITS (By Company)

To: AIB Group (UK) p.l.c ("the Bank")

1. Definitions and Interpretations

1.1 In this Charge the expressions set out below shall, unless the context otherwise requires, bear the following meanings:

"Account(s)" means any deposit account(s) of the Mortgagor held with the Bank at any of its branches as well as any deposit account(s) of the Mortgagor held with an associated company of the Bank including (but not limited to) Allied Irish Banks plc;

"Deposit(s)" means any sums deposited or to be deposited by the Mortgagor in the Account(s) and any other sum or sums which are from time to time deposited by the Mortgagor in the Account(s) (in any currency) whether in addition to or by way of renewal of or replacement for any sums previously deposited in the Account(s) together with all interest accruing from time to time in relation to the Deposit(s);

"Indebtedness" means all moneys and liabilities present or future, actual and/or contingent of the Mortgagor to the Bank whether on account of moneys advanced, bills of exchange, promissory notes, guarantees, indemnities, interest, commission or banking charges and whether incurred solely, severally and/or jointly and whether as principal or surety and all legal and other costs, charges and expenses (on a full indemnity basis) howsoever incurred by the Bank in connection therewith and/or herewith (such costs, charges and expenses shall for the avoidance of doubt include all amounts which the Bank may require from time to time to compensate it for its internal management and administrative costs and expenses incurred in connection with the enforcement of this Security and the recovery of the liabilities secured by it); and

"Mortgagor" means Londonderry Inner City Trust, Company Number NI020978 whose registered office is at 31-33 Shipquay Street, Londonderry, BT48 6DL

1.2 In this Charge (unless otherwise provided):

(a) references to Clauses are to be construed as references to the Clauses of this Charge;

(b) references to this Charge (or to any specified provisions of this Charge) or any other document shall be construed as references to this Charge, that provision or that document as amended, varied, novated or supplemented from time to time;

(c) headings are for ease of reference only;

(d) words importing the singular shall include the plural and vice versa;

(e) references to a person shall be construed so as to include that person's assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, unincorporated body of persons or any state or any agency thereof; and

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And fair copy of the original

Adam Leitch

Solicitor

12/04/2018

Dated

(f) references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, instruments or other subordinate legislation made under the relevant statute.

2. Charging Clause

In consideration of the Bank giving time credit banking facilities or other accommodation to the Mortgagor the Mortgagor as beneficial owner hereby charges the Deposit(s) by way of first fixed charge in favour of the Bank as a continuing security for the repayment on demand of the Indebtedness.

3. Withdrawals

Until repayment of the indebtedness has been made in full the Mortgagor shall not be entitled to withdraw the whole or any part of the Deposit(s) without the prior written consent of the Bank.

4. Representations Warranties and Covenants

4.1 The Mortgagor represents and warrants to the Bank that the Mortgagor is the sole and beneficial owner of the Deposit(s) and that the Deposit(s) is/are free and clear of all charges liens and encumbrances of whatever nature and that the Mortgagor's obligations hereunder are valid and binding on the Mortgagor in accordance with the terms hereof.

4.2 The Mortgagor hereby covenants with the Bank that during the continuance of this Security the Mortgagor will not create or purport to create or permit to subsist any mortgage, charge, lien or encumbrance on or over the Deposit(s) or any part thereof or interest therein without the prior consent in writing of the Bank.

5. Further Assurance

The Mortgagor shall (at the cost of the Mortgagor) at any time if and when required by the Bank execute such further legal or other charges or assignments in favour of the Bank as the Bank shall from time to time require over all or any part of the Deposit(s) and all rights relating thereto both present and future.

6. Margin

The Mortgagor undertakes to maintain, in respect of the Deposit(s), such margin of security in relation to the Indebtedness as may from time to time be required by the Bank by the deposit immediately on demand of additional sums which additional sums shall form part of the Deposit(s) for the purpose of this Charge and shall be held by the Bank on and subject to the terms of this Charge.

7. Set-Off and Appropriation

The Bank is hereby irrevocably authorised, without prior notice to the Mortgagor, at any time or times without restriction:

(a) to appropriate the whole or any part or parts of the Deposit(s) and to set off the same against all or any part of the Indebtedness owing to the Bank; and

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And fair copy of the original

Adam Caith

Solicitor

12/04/2018

Dated

(b) for the purposes of any such appropriation and set-off to convert the whole or any part or parts of the Deposit(s), (at the cost of the Mortgagor) into any currency other than that in which the Deposit(s) or any part of it or them is/are then held by the Bank.

8. Enforcement

8.1 Sections 17 and 20 of the Conveyancing and Law of Property Act 1881 shall not apply to this security. The principal moneys secured by this Charge shall become payable immediately and without prejudice to the rights of set-off and appropriation under Clause 7, this Charge shall become enforceable immediately and the powers conferred by Section 19 of the said Act, as varied or extended by this Charge shall be exercisable immediately at any time after a notice by the Bank demanding payment of the Indebtedness or any part of it shall have been served by the Bank on the Mortgagor.

8.2 Without prejudice to the rights of set-off and appropriation under Clause 7 at any time after this Charge shall have become enforceable the Bank shall be entitled to take such action in relation to the Deposit(s) as it in its absolute discretion thinks fit to bring about repayment of the Indebtedness or any part of it including in particular but without limitation the transfer of the Deposit(s) or any part of it or them to such account or accounts with the Bank or any other person as the Bank thinks fit.

9. Powers of the Bank

9.1 Without prejudice to Clause 4.2, if the Bank receives notice of any subsequent mortgage, charge, assignment or other disposition affecting the Deposit(s) or any part thereof or interest therein the Bank as agent for the Mortgagor may open a new account or accounts for the Mortgagor. If the Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made by or on behalf of the Mortgagor to the Bank shall be credited or be treated as having been credited to the new account(s) and shall not operate to reduce the amount due from the Mortgagor to the Bank at the time when it received notice.

9.2 The Mortgagor hereby irrevocably appoints the Bank and any person nominated in writing under the hand of any officer of the Bank to be its attorney with full power of substitution for the Mortgagor and in its name and on its behalf and as the act and deed of the Mortgagor or otherwise to execute and complete in favour of the Bank and/or its nominees any documents which the Bank may require for perfecting the title of the Bank and/or its nominees (as the case may be) to or for vesting the Deposit(s) in the Bank and/or its nominees (as the case may be) and otherwise perfect any documents required by the Bank in connection with this Charge. The Mortgagor hereby covenants with the Bank that on request the Mortgagor will ratify and confirm all documents executed and acts and things done and all transactions entered into by the Bank and/or its nominees at the instance of the Bank in the exercise or purported exercise of their powers under this Charge.

10. Change of Law

If by reason of:

(a) any applicable law or regulatory requirement or the interpretation or application thereof or any change therein or any judicial decision relating thereto; or

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And fair copy of the original
Adam Latif
Solicitor
12/04/2018

(b) the compliance by the Mortgagor with any applicable present or future direction, request or requirement of any central bank or governmental, monetary or other authority;

it shall become unlawful or otherwise prohibited for the Mortgagor to hold or maintain the Deposit(s) with the Bank, then the Mortgagor shall, as soon as possible but in any event no later than five business days after receipt by the Mortgagor of a notice from the Bank to that effect, in substitution for the security over the Deposit(s) created by this Charge, create as alternative security for the payment of the Indebtedness such security over a sterling interest-bearing deposit account as shall, in all respects (including in particular, but without limitation, documentation, value and priority) be acceptable to the Bank.

11. Continuing Security

11.1 The security constituted by this Charge shall not be considered satisfied by any intermediate payment or satisfaction of the whole or any part of the Indebtedness but shall be a continuing security for the payment of the Indebtedness whensoever and howsoever it shall become owing by the Mortgagor to the Bank, and shall remain in force until the whole of the Indebtedness has been repaid, and is in addition to, and without prejudice to, any other security which the Bank may now or at any time hold in respect of the Indebtedness or any part thereof.

11.2 The security constituted by this Charge shall not be determined, affected or prejudiced by any change in the constitution, name or title of the Mortgagor or by any amalgamation, reorganisation, reconstruction or merger of the Mortgagor.

12. Certificate of Indebtedness

For all purposes, including any legal proceedings, a certificate by an officer of the Bank as to the amount of the Indebtedness from time to time (save in the case of manifest error) shall be conclusive evidence against the Mortgagor.

13. Avoidance of Payments and Retention of Security

13.1 Any release, discharge or settlement between the Mortgagor and the Bank shall be conditional upon no security, disposition, assurance or payment to the Bank by the Mortgagor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Bank shall be entitled to enforce this Charge subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Bank shall be entitled to concede or compromise any claim that any such security, disposition, assurance or payment is liable to avoidance or repayment without prejudice to its rights hereunder.

13.2 The Bank shall at its option be entitled to retain any security constituted by or pursuant to this Charge for a period of up to 25 months after the payment, discharge or satisfaction of all moneys, obligations and liabilities that are or may become due, owing or incurred to or in favour of the Bank from the Mortgagor and/or any other person and notwithstanding any such payment, discharge or satisfaction, in the event of the commencement of winding-up of or the making of an application for an administration order in respect of the person making such payment or effecting such discharge or satisfaction at any time within the said period of 25 months, the Bank shall be entitled to retain any such security for such further period as the Bank may determine.

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And fair copy of the original

Adam Leitch

Solicitor

12/04/2018

Dated

14. Remedies, Waivers and Consents

14.1 No failure on the part of the Bank to exercise, and no delay on its part in exercising, any right or remedy under this Charge will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided in this Charge are cumulative and not exclusive of any rights or remedies provided by law.

14.2 Any waiver and any consent by the Bank under this Charge must be in writing and may be given subject to any conditions thought fit by the Bank. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given.

15. Payments

15.1 All sums due and payable by the Mortgagor under this Charge shall be made in full without any set-off or counter-claim and free and clear of and (subject as provided in the next sentence) without deduction for or on account of any future or present taxes. If:

(a) the Mortgagor is required by any law to make any deduction or withholding from any sum payable by the Mortgagor to the Bank hereunder; or

(b) the Bank is required by law to make any payment on account of tax (other than tax on its overall net income) or otherwise, on or in relation to any amount received or receivable by the Bank hereunder

then the sum payable by the Mortgagor in respect of which such deduction, withholding or payment is required to be made shall be increased to the extent necessary to ensure that, after the making of such deductions, withholding or payment, the Bank receives and retains (free from any liability in respect of any such deduction, withholding or payment) a net sum equal to the sum which it would have received and so retained had no such deduction, withholding or payment been made.

15.2 The Mortgagor shall have no rights in respect of the application by the Bank of any sums received, recovered or realised by the Bank under this Charge.

16. Service of Demands, Notices etc.

A demand or notice hereunder shall be in writing signed by an officer or agent of the Bank and may be served on the Mortgagor either by hand or post or facsimile. A demand or notice by post may be addressed to the Mortgagor at the Mortgagor's registered office, place of business or address last known to the Bank and a demand or notice so addressed and posted shall be deemed to have been received on the business day next following the day on which it was posted whether or not returned undelivered. If sent by facsimile such notice may be sent to the last facsimile number of the Mortgagor known to the Bank and shall be deemed to have been received when sent. If delivered by hand such notice shall be deemed to have been received when delivered to such registered office, place of business or address aforesaid.

17. Assignment

The Bank shall have the right to assign the whole or any part of the benefit to it of this Charge and the expression "the Bank" wherever used herein shall be deemed to include the assignees

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Adam Leith

Solicitor

12/04/2018

and other successors, whether immediate or derivative, of the Bank, who shall be entitled to enforce and proceed upon this Charge in the same manner as if named herein. The Bank shall be entitled to impart any information concerning the Mortgagor to any such assignee or other successor of any participant or proposed assignee, successor or participant.

18. Merger/Reconstruction

This Charge shall remain in effect and binding on the Mortgagor notwithstanding any amalgamation or merger that may be effected by the Bank with any other company and notwithstanding any reconstruction by the Bank involving the formation of and transfer of the whole or any of the undertaking of the Bank to a new company and notwithstanding the sale or transfer of any part of the undertaking and assets of the Bank to another company.

19. Governing Law and Jurisdiction

This Charge shall be governed by and construed in accordance with the laws of Northern Ireland and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Courts of Northern Ireland.

20. Provisions severable

Every provision contained in this Charge shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby.

I hereby certify that this is a true
And fair copy of the original

Adam Leitch

Solicitor

12/04/2018

Dated

Dated this 23rd day of March 2018.

EXECUTED as a DEED
by Londonderry Inner City Trust
acting by two of its Directors
or one of its Directors and its Secretary
or by any single Director

[redacted]

DIRE~~CTO~~R

[redacted]

~~DIRECTOR~~/SECRETARY/~~WITNESS~~

The COMMON SEAL of
Londonderry Inner City Trust
was hereunto affixed in the
presence of:-

Signature [redacted] Director

Name:

Signature [redacted] ~~Director~~/Secretary/~~Witness~~

Name:

I hereby certify that this is a true
And fair copy of the original

Solicitor

Dated

I hereby certify that this is a true
And fair copy of the original
Adam Lark
Solicitor
12/04/2018
Dated

Londonderry Inner City Trust
("the Company")

CERTIFIED EXTRACT from the minutes of a meeting of the board of directors of the Company duly convened, held and constituted at 12pm 1st March on [20 18].

---

1. Mr Meehan took the chair.

2. The Chairman confirmed that a quorum of the board was present and that the meeting had been duly convened.

3. The Chairman reminded the board of the terms of a Facility Letter ("the Facility Letter") dated 26th Feb. [20 18] from AIB Group (UK) plc ("the Bank") and accepted by the Company on 1st Mar. [20 18].

   It was noted that it was a condition of the Facility Letter that the Company grant a charge to the Bank over any deposit accounts of the Company held with the Bank at any of its branches as well as any deposit account(s) of the Company held with an associated company to the Bank including (but not limited to) Allied Irish Banks plc.

4. The Chairman then laid upon the table a Charge over Deposit ("the Charge") pursuant to the Facility Letter in a form which had been negotiated with the Bank.

5. Those directors present who were in any way, whether directly or indirectly, interested in the arrangements under the Facility Letter and the Charge duly declared the nature of their respective interests to the meeting in accordance with Section 177 of the Companies Act 2006.

6. 6.1 The meeting then carefully considered in detail the terms of the Charge.

   6.2 The meeting then carefully considered in detail whether it was in the commercial interests of the Company and for the purpose of carrying on the business of the Company to execute the Charge.

   6.3 After further discussion the board confirmed its full understanding of the effect and implications of the same on and for the Company and IT WAS THE UNANIMOUS CONCLUSION of the meeting that it was in the commercial interests of the Company, that there would be a significant benefit for the Company and that it would be for the purposes of carrying on the business for it to enter into the Charge.

I hereby certify that this is a true
And fair copy of the original

Alan Ceilidh

Solicitor

12/04/2018

Dated

7 **IT WAS UNANIMOUSLY RESOLVED THAT:**

(a) the form of the Charge produced to the meeting be and is hereby approved;

(b) the Charge should be executed as a deed by the Company, by any director and the secretary, by any two directors or any single director (provided such single director's signature be attested by a witness) or by affixing the Common Seal of the Company thereto in the presence of any director and the secretary, any two directors or any single director (provided such single director's signature be attested by a witness) in the form produced to the meeting.

8. The Secretary was directed to arrange for the filing with the Registrar of Companies in Belfast of all necessary returns consequent upon the putting into place of the Charge in favour of the Bank.

9. There being no further business the Chairman declared the meeting closed.

IT IS HEREBY CERTIFIED THAT this is a true extract from the minutes of a meeting of the board of directors of the Company duly convened, held and constituted which may be relied upon by the Bank without further enquiry.

[redacted]

~~Director~~/Company Secretary