

COMPANIES HOUSE
FEE PAID
BELFAST

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

MR01

COMPANIES HOUSE Particulars of a charge

08 DEC 2022

BELFAST

Go online to file this information
www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the back

THURSDAY



Companies House



JBIEOXBL

JNI

08/12/2022

#263

COMPANIES HOUSE

☒ 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

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

1 Company details

Company number

NI038789

Company name in full

THE BLOODY SYNDICATE TRUST

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date

26 11 2021

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

DEPARTMENT OF COMMUNITIES

Name

Name

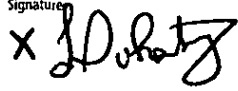
Name

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.

MR01

Particulars of a charge

4	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".
Brief description	ALL THE FREEHOLD LANDS AND PREMISES CONTAINED IN FOLIO L783038 CO DERRY TOGETHER WITH ALL BUILDINGS ERECTED ON OR TO BE ERECTED THEREON COMPRISING 55-61 GLINFADA PARK DERRY		Please limit the description to the available space.
5	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 ☒ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box. ☒ Yes ☐ No			
8	Trustee statement ^①		
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. ☐		① This statement may be filed after the registration of the charge (use form MR06).	
9	Signature		
Signature	Please sign the form here.		
	Signature 		
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

R MCKENNA

Company name

MAOON + FINUCANE

Address

88 CASTLE STREET
BELFAST

Post town

BELFAST.

County/Region

Postcode

BT11 1HE

Country

DX

Telephone

028(90) 238 007

**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 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.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

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22/086144

IN THE HIGH COURT OF JUSTICE IN NORTHERN IRELAND
CHANCERY DIVISION (COMPANIES)

BEFORE MASTER KELLY

on Thursday the 24th day of November 2022

Between
THE BLOODY SUNDAY TRUST
Applicant
and

DEPARTMENT FOR COMMUNITIES
Respondent

IN THE MATTER of the charge dated 26th November 2021 and made between The Bloody Sunday Trust (Company Number NI038789) and Department of Communities.

THE PROPERTY: all the freehold lands and premises contained in Folio LY83038 County Londonderry, together with all the buildings erected on or to be erected thereon comprising 55-61 Glenfada Park, Derry.

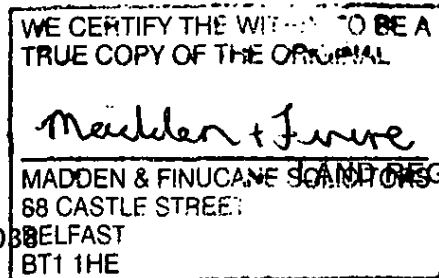
THE FINANCIAL ASSISTANCE AGREEMENT: letter of variance dated 4th February 2021 from Department of Communities (1) to the Grantee and the Museum of Free Derry Ltd which is supplemental to the contacts for funding and letters of variance stated in the letter of variance.

IT IS HEREBY AGREED BETWEEN THE PARTIES:

1. That the Charge in favour of the Respondent shall be registered with the Companies office out of time;
2. The Companies office and Departmental Solicitors having been put on notice of this application have no objections to it;
3. The Application is to extend time to register the Charge pursuant to Section 895F of the Companies Act 2006; and
4. It is hereby ordered that the period of time for delivery of the Charge dated 26th November 2021 between The Bloody Sunday Trust of the one part and Department of Communities of the other part over land comprised in Folio LY83038 County Londonderry attached hereto at Schedule 1 to the Registrar of Companies under Section 859A of the Companies Act be extended by 21 days beginning at the date of this Order, under Section 859F of the Companies Act 2006.

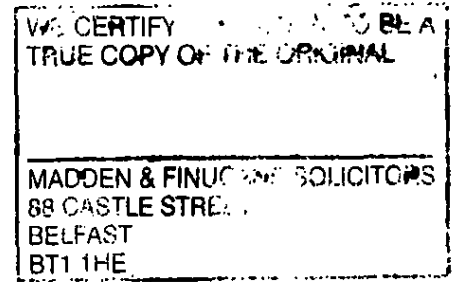
Lucy Willis
Proper Officer

COMFFO



FOLIO: LY83088

COUNTY: Derry



REGISTERED OWNER: The Bloody Sunday Trust

THIS MORTGAGE AND CHARGE is dated 26th Nov 2021 and made BETWEEN:

- (1) **The Bloody Sunday Trust** a company incorporated in Northern Ireland with company number NI038789 whose registered office is 55 Glenfada Park, Derry, County Derry BT48 9DR (the "Grantee"); and
- (2) **Department for Communities** whose registered office is Causeway Exchange, 1-7 Bedford Street, Belfast, County Antrim BT2 7EG (the "Department").

WHEREAS

- (A) Under the terms and conditions of the Financial Assistance Agreement the Department has agreed to make available to the Grantee the Funding as set out therein upon the terms and conditions therein contained.
- (B) The Grantee is now seized and possessed of or otherwise entitled to the hereditaments and premises described in Schedule 1 hereto (hereinafter referred to as the "Property" (which term shall include any part or parts of such hereditaments and premises and all rights attached or appurtenant thereto)).

NOW THIS DEED WITNESSES and it is agreed and declared as follows:

1. **DEFINITIONS AND INTERPRETATION**

1.1 **Definitions**

In this Mortgage and Charge:

'1881 Act' means the Conveyancing and Law of Property Act 1881.

'Mortgage and Charge' means this mortgage and charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal mortgage and charge.

'Insolvency Event' means any of the following:

- (a) An encumbrancer takes possession or a receiver or administrative receiver or manager or liquidator is appointed of the whole or any part of the assets, undertaking, rights or revenues of the Grantee or process is levied or enforced upon any of the assets rights or revenues of the Grantee;
- (b) the Grantee suspends payment of its debts or is (or is deemed to be) unable to or admits inability to pay its debts as they fall due or proposes or enters into any composition or other arrangement for the benefit of its creditors generally or proceedings are commenced in relation to the Grantee under any law regulation or procedure relating to reconstruction or adjustment of debts;
- (c) a petition is presented by any person for an administration order in relation to the

Grantee;

- (d) any petition is presented by any person and/or any order is made by a Court or any resolution is passed by the Grantee for its winding up or dissolution or for the appointment of a liquidator of the Grantee;
- (e) if an order for compulsory acquisition or requisition of the Property shall be made and confirmed and the same shall in the opinion of the Department materially affect the value of the Property as a whole;

'Charged Assets' means the property mortgaged or charged to the Department by this Mortgage and Charge and includes any part of or interest therein and, for the avoidance of doubt, includes the Property.

'Criminal Damage Compensation Claim' means a claim by or in the name of the Grantee under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 in relation to the all or any part of the Charged Assets;

'Encumbrance' means any mortgage charge pledge lien assignment hypothecation security interest preferential right or trust arrangement or other encumbrance security agreement or arrangement of any kind or any right conferring a priority of payment.

'Enforcement Event' means any of the events of circumstances described in clause 8.

'Financial Assistance Agreement' means the letter(s) of offer of financial assistance detailed in the Second Schedule.

'Funding' means the financial assistance made available to the Grantee under the Financial Assistance Agreement.

'Insured Risks' means fire storm lightning earthquake explosion aircraft riot civil commotion malicious damage impact terrorism aircraft and other aerial devices or articles dropped therefrom tempest flood bursting and overflowing of water tanks apparatus or pipes and damage by or resulting from vehicular impact and such other risks as the Department shall approve including demolition and site clearance costs and expenses architects surveyors and other professional fees and all other incidental expenses and loss of rents payable by the tenants or other occupiers of the Property for a period of three years or for such other period as the Department shall from time to time reasonably require.

'Planning Acts' means the Planning (Northern Ireland) Orders 1972 and 1991, the Planning (Northern Ireland) Act 2011, the Planning (General Permitted Development) Order (Northern Ireland) 2015 and all regulations and orders made or confirmed thereunder.

'Project' means the project to be carried out at the Property as detailed in the Financial Assistance Agreement.

'Receiver' means a receiver and/or manager or receivers and any substitute for any such person and whether appointed under this Mortgage and Charge or pursuant to any statute or otherwise.

'Secured Liabilities' means all moneys, liabilities and obligations whatsoever of the Grantee to the Department whether as principal or surety or in any other capacity under or in connection with the Financial Assistance Agreement or this Mortgage and Charge, together with all interest accruing.

1.2 Interpretation

In this Mortgage and Charge:

- (a) references to Clauses and Schedules are to be construed as references to the clauses of and schedules to this Mortgage and Charge;
- (b) references to any provisions of this Mortgage and Charge or to any other document or agreement are to be construed as references to those provisions or that document or agreement as is in force for the time being and as amended, varied, supplemented, substituted or novated from time to time;
- (c) words importing the singular are to include the plural and vice versa;
- (d) 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 any agency of a state, whether or not a separate legal entity;
- (e) references to any person are to be construed to include that person's assigns or transferees or successors in title, whether direct or indirect;
- (f) references to any statutory provision are to be construed as references to that statutory provision as amended, supplemented, re-enacted or replaced from time to time (whether before or after the date of this Mortgage and Charge) and are to include any orders regulations instruments or other subordinate legislation made under or deriving validity from that statutory provision;
- (g) clause headings are for ease of reference only and are not to affect the interpretation of this Mortgage and Charge;
- (j) A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed.
- (k) where the 'Grantee' consists of two or more parties:
 - (i) such expression shall in this Mortgage and Charge mean and include such two or more parties and each of them or (as the case may require) any of them;
 - (ii) all covenants charges agreements and undertakings expressed or implied on the part of the Grantee in this Mortgage and Charge shall be deemed to be joint and several covenants, charges, agreements and undertakings by such parties;

- (iii) each shall be bound even if any other of them intended or expressed to be bound by this Mortgage and Charge shall not be so bound; and
- (iv) the Department may release or discharge any one or more of them from all or any liability or obligation under this Mortgage and Charge or may make any arrangement or composition with any such person without thereby releasing any other or others of them or otherwise prejudicing any of its rights under this Mortgage and Charge or otherwise.

2. COVENANT TO PAY

The Grantee covenants with the Department that the Grantee will pay to the Department or discharge all Secured Liabilities due owing or incurred to the Department by the Grantee or for which the Grantee shall be liable in the manner and time therein prescribed, or, in the absence of an agreed or specified due date, immediately on demand by the Department. The monies hereby secured shall bear interest at the same rate as is applicable to the Financial Assistance Agreement.

3. SECURITY

3.1 The Grantee as legal and beneficial owner or as the person entitled to be registered as registered owner as the case may be, and as continuing security for the payment and discharge of the Secured Liabilities hereby:

- (a) demises unto the Department such of the Property as is not registered in the Land Registry TO HOLD such of the same as are of freehold tenure unto the Department for the term of 10,000 (ten thousand) years from the date hereof and TO HOLD such of the same as are of leasehold tenure unto the Department for the residue of the respective terms of years for which the Grantee now holds the same respectively (less the last 3 days of each of the such terms) subject as to all such Property to the proviso set out in clause 5 (*Discharge*) hereof provided that the Grantee shall stand possessed of the reversion immediately expectant on the term of years hereby granted in any freehold and leasehold land hereby mortgaged and any further interest the Company has or may in the future acquire in respect of the Property in trust for the Department and shall assign, convey or dispose of the same as the Department may direct (subject to the said proviso) and the Department may at any time during the continuance of the security hereby created remove the Grantee or any other person, persons or body corporate from being a trustee of the trust declared by this clause and on the removal of the Grantee or such other person, persons or body corporate appoint a new trustee or trustees in the Grantee's, their or its place;
- (b) charges to the Department such of the Property as is registered in the Land Registry with payment performance and discharge of the Secured Liabilities and hereby assents to the registration of the charge as a burden on the said lands.
- (c) charges in favour of the Department all buildings fixtures and fittings now or from time to time placed on or used in or about the Property and

belonging to the Grantee and;

- (d) charges in favour of the Department all Criminal Damage Compensation Claims and all proceeds of any Criminal Damage Compensation Claim;

3.2 The mortgages or charges created by clauses 3.1(a), 3.1(b), 3.1(c) and 3.1(d) shall constitute fixed mortgages and charges.

3.3 The Grantee shall promptly on demand and at its own cost execute and do all such assurances acts and things including without limitation execute all transfers conveyances assignments and assurances of the Charged Assets and give all notices orders and directions which the Department may require for perfecting or protecting this Mortgage and Charge or the priority of this Mortgage and Charge or for facilitating the realisation of the Charged Assets or the exercise of any of the rights vested in the Department or any Receiver.

4. FURTHER FUNDING

This Mortgage and Charge is intended to secure further funding as may be granted from time to time by the Department but the Department is not obliged to grant any further funding.

5. DISCHARGE

Upon the expiry of a period of 10 years from the date of the Financial Assistance Agreement, subject to there being no breach of the Secured Liabilities or no outstanding Secured Liabilities under the Financial Assistance Agreement, then the Department will at any time thereafter upon the request and at the cost of the Grantee surrender, discharge and release the Property unto the Grantee or as the Grantee shall direct.

6. RESTRICTIONS

The Grantee shall not without the prior written consent of the Department:

- (a) create or permit to subsist or arise any Encumbrance or any right or option on the Charged Assets or any part thereof. Subject as aforesaid, any mortgage of or charge on the Charged Assets created by the Grantee (otherwise than in favour of the Department) shall be expressed to be subject to this Mortgage and Charge and if so required by the Department, the Grantee and the mortgagee/chargee (at the Grantee's own expense) will enter into such agreements regulating priority as the Department in its absolute discretion shall deem necessary;
- (b) sell, convey, assign or transfer the Charged Assets or any interest therein or otherwise part with or dispose of any Charged Assets or assign or otherwise dispose of any moneys payable to the Grantee in relation to Charged Assets or agree to do any of the foregoing;
- (c) exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing;
- (d) part with or share possession or occupation of the Property or any part of it or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.

7. COVENANTS BY THE GRANTEE

The Grantee covenants with the Department at all times during the continuance of this security:

(a) Financial Assistance Agreement

To fully observe and perform and comply with all obligations of whatsoever nature as set out under the Financial Assistance Agreement.

(b) Use To use the Property for the purpose or purposes for which the Funding has been paid as set out in the Financial Assistance Agreement and the Department's approved business case.

(c) Repair To keep the buildings installations and structures (whether fully built or in course of construction) and all fixtures fittings equipment utensils implements furniture plant and machinery therein or thereon from time to time upon the Property in good and substantial repair and condition and fully protected from damage or deterioration as a result of weather or malicious damage or any other cause and replace any fixtures fittings equipment utensils implements furniture plant and machinery which have become worn out or otherwise unfit for use by others of a like nature and equal value.

(d) Insurance

(i) To keep the said buildings installations and structures and all fixtures fittings equipment utensils implements furniture plant and machinery situate thereon insured against loss or damage by the Insured Risks in their full replacement value for the time being in such office or offices and on such terms as the Department shall approve (such approval not to be unreasonably withheld or delayed) with the Department's interest noted on the policy provided that where the insurance on the Property is effected by a prior chargee or some other third party the Department shall not require the Grantee to effect separate insurance on the Property so long as such insurance complies with the provisions of this Clause and is on terms reasonably satisfactory to the Department;

(iii) to maintain in such office or offices as the Department shall approve such insurance in respect of employers' liability public liability and liability under the Defective Premises (Northern Ireland) Order 1975 as the Department shall reasonably require;

(iv) punctually to pay all premiums (and other moneys) in respect of such insurances and on demand to deliver to the Department the policy or policies of all such insurances and the receipt for every such payment and all moneys received under any policy or policies of insurance whether maintained or effected by the Grantee, the Department or by a third party and whether or not in pursuance of the Grantee's obligations under this Mortgage and Charge shall be applied, at the Department's option but subject to the rights of any Lessor under any lease which the Property is held or is subject to or the rights of any prior chargee either in making good the loss or damage to the Property (any deficiency being made good by the Grantee) or towards the discharge of the Secured Liabilities and any such moneys received by the Grantee shall be held

by the Grantee on trust for the Department accordingly;

- (v) to comply with the terms and conditions of any policy of insurance on the Property or otherwise contemplated by this Clause and not to do or omit to do anything whereby any such insurance may become void or avoidable wholly or in part;
 - (vi) procure that all proceeds of any Criminal Damage Compensation Claim shall be paid to the Department.
- (e) Outgoings to pay when due all rents, rent charges (if any), rates, taxes, charges, duties, assessments, impositions and other outgoings whatsoever charged assessed levied or imposed upon the Property or upon the owner or occupier thereof or payable in respect of the Property.
- (f) Covenants and stipulations To perform and observe all covenants, restrictions, stipulations, provisions, regulations and conditions affecting the Property or the use or enjoyment of it.
- (g) Alterations Not without the previous written consent of the Department to demolish pull down remove or permit or suffer to be demolished pulled down or removed any building installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures or erect or make or suffer to be erected or made on the Property any building installation structure or alteration or a change of use thereof within the meaning of the Planning Acts or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Property.
- (h) Development Where at the date of this Mortgage and Charge or at any time during the continuance of this security the Property or any part of it is intended to be developed or is in the course of development, to proceed diligently and to the satisfaction of the Department and any competent authority with such development in all respects in conformity with the planning and bye-law consents therefor to produce all plans and specifications in relation to such development to the Department for approval and not to amend such plans and specifications without the Department's prior written approval.
- (i) Planning
 - (i) to comply in all respects with the Planning Acts and all licences, consents, permissions or conditions granted or imposed thereunder;
 - (ii) not to make any application for planning permission without the prior written consent of the Department and not to enter into or agree to enter into any agreement under the Planning Acts or any similar Act;
 - (iii) to comply with the requirements of any valid enforcement or other notice or order (whether issued under the Planning Acts or any other statute) within such time as may be specified therein or if no time is specified within such period as may be required by the Department and to pay to the Department any compensation received as a result of any such notice or order;
- (j) Right of Entry To permit representatives of the Department with or without workmen or others to enter the Property at all reasonable times (except in the

case of emergency) to view the state of repair and condition of the Property;

- (k) Notices Within four days of receipt to produce to the Department a copy of any notice, order, direction, permission or proposal affecting the Property or its use or value and to comply immediately with the terms thereof or if the Department so requires or approves and at the Grantee's cost to make such objections representations against or in respect of such notice order proposal permission or consent as aforesaid as the Department may reasonably require;
- (l) Information On request to produce to or provide for the Department such documents or information relating to the Property or its development as the Department may reasonably require;
- (m) Statutes To comply (in all material respects) with all obligations imposed under any present or future statute regulation order or instrument or under any bye-laws regulations or requirements of any competent authority or approvals licences or consents relative to the Property or its use or enjoyment or to the operation of the Project;
- (n) Lease Where title to the Property is leasehold and held under a lease (hereinafter referred to as a 'Lease') or subject to any lease agreement for lease or tenancy (referred to below as an 'Occupational Lease'):
 - (i) to perform and observe all covenants and conditions contained in the Lease to be performed and observed by the lessee or contained in any Occupational Lease to be observed by the lessor;
 - (ii) to enforce the due observance and performance of all obligations of all other parties to the Lease and any Occupational Lease;
 - (iii) not to waive, release or vary any of the terms of the Lease or any Occupational Lease or exercise any power to determine or extend the same or grant any consent or licence or conclude any rent review under the same without, in each case, the consent of the Department which consent is not to be unreasonably withheld or delayed in circumstances in which the Grantee may not unreasonably withhold or delay its consent;
 - (iv) if the Grantee shall receive any notice served under section 14 of the 1881 Act or any proceedings shall be commenced for forfeiture of the Lease or any superior lease or the landlord or any superior landlord shall attempt to re-enter under the provisions of the Lease or any superior lease the Grantee shall give immediate notice of such event in writing to the Department and at the request of the Department and at the expense of the Grantee take such steps as the Department may require.
- (o) Indemnity To keep the Department (and any Receiver appointed by the Department) fully and effectively indemnified from and against all actions, proceedings, costs, charges, claims, demands, expenses and liabilities (including Value Added Tax and any other taxes and/or legal and other professional fees) whatsoever in respect of any breach or non-observance or non-performance of any covenants obligations warranties or undertakings on the part of the Grantee contained in this Mortgage and Charge or the making good of any such breach or non-observance or non-performance.

(p) Criminal Damage

- (i) To notify the Department in writing as soon as reasonably practicable and in any event within three days after becoming aware of any event or circumstance which will, or is likely to, give rise to a claim by or in the name of the Grantee under the Criminal Damage (Compensation) (Northern Ireland) Order 1977 in relation to any of the Charged Assets specifying in reasonable detail the nature of the event or circumstance which will, or is likely to, give rise to a Criminal Damage Compensation Claim and the extent of the damage to the Charged Assets;
- (ii) at the Grantee's cost, take such action (including legal proceedings) and give such information and access to personnel, legal chattels, documents and records to the Department and its professional advisers as the Department may reasonably request in order to make, dispute, settle or appeal any Criminal Damage Compensation Claim or any adjudication in respect thereto;
- (iii) to make no agreement, settlement or compromise in relation to any Criminal Damage Compensation Claim without the prior written consent of the Department.

8. ENFORCEMENT EVENTS

If any of the following events shall occur then the Funding (or a proportion thereof, as determined by the Department) shall become repayable at any time on demand by the Department and the Department may in its absolute discretion enforce all or any part of the security constituted by or pursuant to this Mortgage and Charge in any manner it sees fit or as provided for in this Mortgage and Charge:

- (a) The Grantee is in breach of any of its liabilities, obligations, covenants, restrictions, stipulations, provisions, regulations and conditions under the Financial Assistance Agreement;
- (b) the Grantee is in breach of any of the covenants or any other provisions of this Mortgage and Charge;
- (b) any representation or warranty made or deemed to be made or repeated by the Grantee in or pursuant to this Mortgage and Charge is or proves to have been untrue or incorrect in any material respect when made or when deemed to be repeated with reference to the facts and circumstances existing at such time;
- (c) an Insolvency Event occurs;
- (d) if the Grantee ceases or threatens to cease to carry on the Project; or
- (e) if any circumstance shall occur which in the sole judgement of the Department is prejudicial to or imperils or is likely to prejudice or imperil the security created hereby.

9. ENFORCEMENT

Sections 20 and 24 of the 1881 Act shall not apply to this Mortgage and Charge and the statutory powers of sale and appointing a Receiver under Sections 19 and 24 of the 1881 Act (as varied and extended under this Mortgage and Charge) shall arise on the execution of this Mortgage and Charge and shall become immediately exercisable without the restrictions contained in the 1881 Act as to the giving of notice or otherwise at any time after the Department shall have demanded repayment of any of the Funding or after any breach by the Grantee of any of the provisions of this Mortgage and Charge or the occurrence of an Enforcement Event.

10. APPOINTMENT AND POWERS OF RECEIVER

- 10.1 At any time after the Department shall have demanded payment of any of the Funding or after any breach by the Grantee of any of the provisions of this Mortgage and Charge or the occurrence of an Enforcement Event or if requested by the Grantee, the Department may appoint by writing any person or persons (whether an officer of the Department or not) to be a Receiver of all or any part of the Charged Assets and where more than one Receiver is appointed they may be given power to act either jointly or severally.
- 10.2 The Department may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in his place.
- 10.3 The Receiver shall (so far as the law permits) be the agent of the Department (who shall alone be personally liable for his acts, defaults, omissions and remuneration) and shall have and be entitled to exercise all powers conferred by the 1881 Act in the same way as if the Receiver had been duly appointed thereunder and in particular by way of addition to, but without limiting any general powers referred to above (and without prejudice to any of the Department's powers) the Receiver shall have power in the name of the Grantee or otherwise to do the following things, namely:
- (a) to take possession of collect and get in all or any part of the Charged Assets and for that purpose to take any proceedings as he shall think fit;
 - (b) to commence and/or complete any building operations on the Property and to apply for and obtain any planning permissions, building regulation approvals and any other permissions, consents or licences in each case as he may in his absolute discretion think fit;
 - (c) for the purpose of exercising any of the rights, powers, authorities and discretions conferred on him by or pursuant to this Mortgage and Charge or for any other purpose to borrow moneys from the Department or others on the security of the Charged Assets or otherwise on such terms as he may in his absolute discretion think fit;
 - (d) generally to manage the Charged Assets in such a manner as he shall think fit;
 - (e) if the Property is leasehold to vary the terms of or surrender any lease and/or to take a new lease of it or of any part of it on such terms as he shall think fit and so that any such new lease shall ipso facto become charged to the Department on the terms of this Mortgage and Charge so far as applicable and to execute a formal legal charge over any such new lease in favour of the Department in such form as the Department may

reasonably require;

- (f) to sell, transfer, assign, let or lease or concur in selling, letting or leasing the Property or any part of it and the grant of any rights over the Property (either by public auction or private contract or otherwise) on such terms and conditions and for such consideration including without limitation shares, securities (of any other borrower of Funding recipient) or other investments payable at such time or times as he may in his absolute discretion think fit;
- (g) to vary the terms of, terminate, grant renewals of or accept surrenders of leases or tenancies of the Property or any part of it in such manner and for such terms with or without a premium or other compensation or consideration including the payment of money to a lessee or tenant on a surrender with such rights relating to other parts of the Property and containing such covenants on the part of the Grantee or otherwise and generally on such terms and conditions as in his absolute discretion he shall think fit;
- (h) to make any arrangements or compromise which the Department or as he shall think fit whether in relation to any lease of the Property or to any covenants, conditions or restrictions relating to the Property or without limitation otherwise;
- (i) to make and effect all repairs and improvements;
- (j) to enter into bonds, covenants, commitments, guarantees, indemnities and like matters and to make all payments needed to effect, maintain or satisfy the same;
- (k) to settle adjust refer to arbitration compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Grantee or relating in any way to the Charged Assets;
- (l) to effect such insurances of or in connection with the Charged Assets as he shall in his absolute discretion think fit;
- (m) to appoint managers officers contractors and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
- (n) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which he lawfully may or can do.

Provided nevertheless that the Receiver shall not be authorised to exercise any of the above powers if and insofar and so long as the Department shall in writing exclude the same whether in or at the time of his appointment or subsequently.

10.4 Any moneys received by the Receiver in the exercise of his powers under this Mortgage and Charge and under general law shall be (so far as the law permits) applied by him as follows:

- (a) in payment of the costs, charges and expenses of and incidental to his appointment and the exercise of all or any of his powers;

- (b) in payment of his remuneration;
- (c) in repayment to the Department of moneys whether for principal, interest or otherwise due under this Mortgage and Charge.

and any balance shall be paid to the person or persons entitled to it.

11. DEPARTMENT'S LIABILITY

- 11.1 In no circumstances shall the Department be liable to account to the Grantee as a mortgagee in possession or otherwise for any moneys not actually received unconditionally and irrevocably by the Department.
- 11.2 In no circumstances shall the Department be liable to the Grantee or any other person for any costs, charges, losses, damages, liabilities or expenses arising from or connected with any realisation of the Charged Assets or from any act, default or omission of the Department its officers employees or agents in relation to the Charged Assets or in connection with this Mortgage and Charge except to the extent that they shall be caused by the Department's own negligence or wilful misconduct or that of its officers or employees.

12. PROTECTION OF THIRD PARTIES

Any purchaser or any other person dealing with the Department or any Receiver shall not be concerned to enquire whether the Secured Liabilities have become payable or whether any power which it or he is purporting to exercise has become exercisable or whether any money is due under this Mortgage and Charge or as to the application of any money paid, raised or borrowed or as to the propriety or regularity of any sale by or other dealing with the Department or such Receiver. All the protection to purchasers contained in Section 21 and 22 of the 1881 Act shall apply to any person purchasing from or dealing with the Department or any Receiver.

13. POWERS OF LEASING

The statutory powers of sale leasing and accepting surrenders exercisable by the Department are hereby extended so as to authorise the Department whether in the name of the Department or in that of the Grantee to grant a lease or leases of the whole or any part or parts of the Property with such rights relating to other parts of it and containing such covenants on the part of the Grantee and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Department (in its absolute discretion) shall think fit.

14. POWER OF ATTORNEY

- 14.1 The Grantee hereby irrevocably appoints the Department and the Receiver jointly and also severally the Attorney and Attorneys of the Grantee for the Grantee and either in the name of the Department or the Receiver (as the case may be) or in the name and on behalf of the Grantee and as the act and deed of the Grantee or otherwise to sign seal and deliver execute as a deed and otherwise perfect any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes referred to in or otherwise in connection with this Mortgage and Charge including without limitation to convey or assign any freehold or leasehold reversion in the Property to a purchaser thereof or to his heirs, executors, administrators and assigns or

as he or they shall direct. The Grantee ratifies and confirms and agrees to ratify and confirm whatever any attorney appointed under this Clause properly does or purports to do in the exercise of all or any of the powers, authorities and discretions granted or referred to in this Mortgage and Charge.

14.2 The power of attorney hereby granted is irrevocable and for value as part of the security constituted by this Mortgage and Charge.

15. DEPARTMENT'S RIGHTS

At any time after this Mortgage and Charge becomes enforceable all powers of the Receiver may be exercised by the Department whether as attorney of the Grantee or otherwise.

16. COSTS AND EXPENSES

16.1 The Grantee shall, on demand and on a full indemnity basis, pay to the Department:

- (a) the amount of all costs and expenses (including legal and out-of-pocket expenses and any Value Added Tax on such costs and expenses) which the Department and any Receiver appointed by the Department incurs in connection with:
 - (i) any stamping or registration of this Mortgage and Charge;
 - (ii) any actual or proposed amendment of or waiver or consent under or in connection with this Mortgage and Charge;
 - (iii) any discharge or release of this Mortgage and Charge;
 - (iv) the preservation or exercise (or attempted preservation or exercise) of any rights under or in connection with, and the enforcement (or attempted enforcement) of, this Mortgage and Charge and any related document;
 - (v) obtaining repayment of the Funding;
 - (vi) dealing with or obtaining advice about any other matter or question arising out of or in connection with this Mortgage and Charge and any related document;
- (b) all other moneys paid by the Department in perfecting or otherwise in connection with this Mortgage and Charge or in respect of the Charged Assets including without limitation all moneys expended by the Department under clause 8 and all moneys advanced or paid by the Department to any Receiver for the purposes set out in clause 10.

16.2 Such costs expenses and other moneys shall be recoverable from the Grantee as a debt.

17. CONTINUING SECURITY

This Mortgage and Charge shall be a continuing security to the Department notwithstanding any settlement of account or other matter or thing whatsoever and shall

be in addition to and shall not prejudice or affect or be prejudiced or affected by any security relating to the Charged Assets or to any other property or any other security which the Department may now or at any time in the future hold in respect of the Funding and shall continue in full force and effect as a continuing security until discharged.

18. NOTICES

18.1 Every notice demand or other communication under this Mortgage and Charge shall be in writing and may be delivered personally or by letter as follows:

- (a) if to the Department, to its official office;
- (b) if to the Grantee, to the Grantee's registered office as appears on Companies House on the date the notice is served;

or to such other address as may be notified in accordance with this Clause by the relevant party to the other party for such purpose.

18.2 Every notice demand or other communication shall be deemed to have been received (if sent by post) 24 hours after despatch and (if delivered personally) at the time of delivery if during normal business hours in the place of intended receipt on a working day in that place and otherwise at the opening of business in that place on the next succeeding such working day.

18.3 Any notices demands or other communication as aforesaid to be given by the Department may be made by any officer of the Department or by the Departmental Solicitors Office acting as legal representatives for the Department.

19. TRANSFERS

19.1 This Mortgage and Charge is freely assignable or transferable by the Department.

19.2 The Grantee may not assign or transfer any of its obligations under this Mortgage and Charge or enter into any transaction which would result in any of those obligations passing to another person.

20. MISCELLANEOUS

20.1 No delay or omission on the part of the Department in exercising any right or remedy under this Mortgage and Charge shall impair that right or remedy or operate as or be taken to be a waiver of it; nor shall any single partial or defective exercise of any such right or remedy preclude any other or further exercise under this Mortgage and Charge of that or any other right or remedy.

20.2 The Department's rights under this Mortgage and Charge, are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Department deems expedient.

20.3 Any waiver by the Department of any terms of this Mortgage and Charge, or any consent or approval given by the Department under it, shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given and does not constitute a general waiver of variation

of this Mortgage and Charge.

- 20.4 If at any time any one or more of the provisions of this Mortgage and Charge is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality validity and enforceability of the remaining provisions of this Mortgage and Charge nor the legality validity or enforceability of such provision under the law of any other jurisdiction shall be in any way affected or impaired as a result.
- 20.5 Any certificate or determination of the Department as to the amount of the Funding or without limitation any matter provided for in this Mortgage and Charge shall, in the absence of manifest error, be conclusive and binding on the Grantee.

21. INHIBITION

The Grantee (if the Charged Assets or any part of them is (or becomes) registered land) will apply to the Land Registry for the registration of the following inhibition against the Property and the folio(s) (if any) specified in Schedule 1 to this Deed (and against any title to any unregistered property specified in the Schedule 1 to this Deed which is or ought to be the subject of a first registration of title at Land Registry at the date of this Deed or as a result of this Deed having been entered into):

"No disposition of the registered land by the registered owner of the registered land is to be registered without a written consent signed by the registered owner for the time being of the charge dated [] registered on the folio(s) in favour of the [] whose address for service of notices is []".

22. LAW AND JURISDICTION

- 22.1 This Mortgage and Charge is governed by and shall be construed in accordance with the law of Northern Ireland.
- 22.2 The Grantee irrevocably agrees for the benefit of the Department 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 Mortgage and Charge and for such purposes hereby irrevocably submits to the jurisdiction of such courts.
- 22.3 Nothing contained in this Clause shall limit the right of the Department to take proceedings against the Grantee 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).
- 22.4 The Grantee irrevocably waives any objection which it 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.

IN WITNESS whereof this Mortgage and Charge has been duly executed as a deed and is intended to be and is delivered on the date first above written.

SCHEDULE 1

The Property

All the freehold lands and premises contained in folio LY83038 County Derry together with all buildings erected or to be erected thereon comprising 55 – 61 Glenfada Park, Derry.

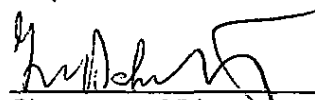
SCHEDULE 2

The Financial Assistance Agreement

Letter of variance dated 4th February 2021 from Department for Communities (1) to the Grantee and the Museum of Free Derry Ltd (2) which is supplemental to the contracts for funding and letters of variance stated in the letter of variance.

EXECUTED as a DEED by

~~Museum of Free Derry~~ **THE BLOODY SYNODAL TRUST**
acting, by [**TONY**], a Director:-
DOHERTY


Signature of Director

Tony DOHERTY
Print name of director

In the presence of:

Witness signature:

Rozin Mylenka

Witness name:

R MYLENKA

Witness address:

MADDEN + FINKANE
88 CASTLE STREET
BELFAST BT1 1HE

Witness occupation:

SOLICITOR

In the presence of:

Witness signature:

Witness name:

Witness address:

Witness occupation:

PRESENT when the Official Seal of
Department for Communities
was affixed hereto:-

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Senior Officer of Department for Communities

[]



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI38789

Charge code: NI03 878 9 0002

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 26th November 2021 and created by BLOODY SUNDAY TRUST - THE was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2022 .

Given at Companies House, Belfast on 15th December 2022



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**