MR01
Particulars of a charge

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

You can use the WebFiling. Please go to www.companies

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 an instrument. Use form MR08.

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.

1 Company details

<table>
<thead>
<tr>
<th>Company number</th>
<th>N 1 0 3 3 3 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Company name in full</td>
<td>CARNILOCHER COMMUNITY ASSOCIATION</td>
</tr>
</tbody>
</table>

2 Charge creation date

<table>
<thead>
<tr>
<th>Charge creation date</th>
<th>2 5 0 7 2 0 1 3</th>
</tr>
</thead>
</table>

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

<table>
<thead>
<tr>
<th>Name</th>
<th>Department of Agriculture and Rural Development</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Dundonald House Upper Newtownards Road Belfast</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Name</th>
<th>BT4 3SB</th>
</tr>
</thead>
</table>

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.
### 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.

The lands and premises known as Carntogher Conference Centre contained in Folio LY106979 County Londonderry and charged by a Debenture dated 25th July 2013 between Carntogher Community Association (1) and Department of Agriculture and Rural Development (2) ("the Debenture") as more particularly described in the Debenture.

### 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
- [X] No

### Floating charge

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

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

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

- [ ] Yes

### Negative Pledge

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

- [ ] Yes
- [ ] No
MR01
Particulars of a charge

8
Trustee statement
You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

9
Signature
Please sign the form here.

Signature

X
☐

This form must be signed by a person with an interest in the 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:  
The Solicitor
Company name:  
Department of Finance & Personnel
Departmental Solicitor’s Office
Address:  
3rd Floor Centre House
79 Chichester Street

Post town:  
Belfast
County/Region:  
County Antrim
Postcode:  
BT14J E

County:  
Northern Ireland
D.  
464 NR
Telephone:  
02890 542495

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
CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI35332

Charge code: NI03 5332 0002

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 25th July 2013 and created by CARNTOGHER COMMUNITY ASSOCIATION was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th August 2013.

Given at Companies House, Belfast on 15th August 2013
Dated this 25th day of July 2013

1. CARNTOGHER COMMUNITY ASSOCIATION

2. DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT

(CARNTOGHER CONFERENCE CENTRE)

DEBENTURE

I HEREBY CERTIFY THE WITHIN TO BE A TRUE COPY OF THE ORIGINAL OF WHICH IT PURPORTS TO BE A COPY.

SIGNED

The Solicitor
Department of Finance & Personnel
Departmental Solicitor’s Office
Centre House
79 Chichester Street
BELFAST
BT1 4JE
FOLIO LY106969 COUNTY LONDONDERRY

REGISTERED OWNER: CARNTOGHER COMMUNITY ASSOCIATION

THIS DEBENTURE is made

BETWEEN:-

1. CARNTOGHER COMMUNITY ASSOCIATION ("the Company") having its registered office at An Carn 132A Tirkane Road Maghera Derry BT46 5NH

2. THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT ("the Department") of Dundonald House Upper Newtownards Road Belfast BT4 3SB

PART 1

RECITALS

Under the terms and conditions of a Letter of Offer of financial assistance ("the Financial Assistance Letter") particulars of which are set forth in the First Schedule hereto the Department agreed to make available to the Company the financial assistance therein mentioned upon the obligation of the Company to repay such financial assistance being secured as hereinafter provided

NOW THIS DEBENTURE WITNESSES as follows:

PART 2

CHARGES

1. As security for the obligations of the Company to repay the financial assistance (or any part or parts thereof) under the Financial Assistance Letter and the payments agreed to be made to the Department under this Debenture the Company as beneficial owner and as registered owner as the case may be hereby:-

1.1 Grants and conveys unto the Department ALL THAT AND THOSE the freehold hereditaments and premises set forth in the Second Schedule hereto
TO HOLD the same unto and to the use of the Department in fee simple subject to the proviso for redemption hereinafter contained;

1.2 Demises unto the Department ALL THAT AND THOSE the leasehold hereditaments and premises set forth in the Second Schedule hereto TO HOLD the same unto and to the use of the Department henceforth for all the residue of the terms of years now unexpired (save the last day thereof) granted by the Lease or Leases (if any) set forth and described in the Second Schedule hereto AND the Company hereby declares that it shall henceforth hold the reversion of the said terms of years demised by the said Lease or Leases upon trust for the Department subject to any equity of redemption subsisting therein and upon trust to dispose thereof as the Department may from time to time direct AND the Company hereby authorises the Department and does hereby appoint the Department to be the attorney of the Company in its name and on its behalf to appoint a new trustee or trustees in place of the Company or any trustee or trustees appointed under this power as if the Company or such other trustee or trustees were incapable of acting in the trusts of the reversion or in any of them hereby declared;

1.3 Charges all its registered lands described and set forth in the Second Schedule hereto in favour of the Department and hereby assents to the registration of the charge hereby created as a burden on the lands comprised in Folio or Folios (if any) so set forth and described in the Second Schedule and the address of the Department for the service of notices in connection therewith is c/o The Solicitor, Departmental Solicitor’s Office, 3rd Floor, Centre House, 79 Chichester Street, Belfast BT1 4JE
RESTRICTION ON FURTHER CHARGES

2. The Company hereby covenants that it shall not create any mortgage or charge whether floating or specific on the whole or any part of the undertaking, goodwill, property and assets for the time being of the Company or its subsidiaries to rank in priority to or pari passu with this Debenture without the prior consent in writing of the Department.

PART 3

PAYMENTS

All payments made by the Company (whether as principal debtors or sureties) under this Debenture on account of principal interest or otherwise shall be made to the Department in sterling free of all deductions and without set-off or counter-claim and without deduction for or on account of any present or future taxes, levies, imposts, duties, deductions, withholdings or other charges of whatsoever nature imposed levied, collected, withheld or assessed unless the Company is compelled by law to deduct the same and if so compelled, the Company shall pay such additional amounts as may be necessary in respect of principal, interest or otherwise in order that the net amounts which shall remain and be paid after such taxes, levies, imposts, duties, deductions, withholdings or other charges shall equal to respective amounts due hereunder.

PART 4

COVENANTS BY THE COMPANY

1. The Company hereby covenants with the Department that so long as any moneys remain owing to the Department under this Debenture the Company shall:-

1.1 Comply with the terms and conditions of the Financial Assistance Letter;
1.2 Not use the Financial Assistance or any part save for the purposes for which the Financial Assistance was offered to the Company; under the Financial Assistance Letter;

1.3 Carry on its business and undertaking in an effective and proper manner and procure that the Company’s subsidiaries do likewise;

1.4 Furnish the Department with such information as the Department shall reasonably require (i) as to all matters relating to its business and affairs and (ii) as to the business and affairs of its subsidiaries and (iii) as to any after-acquired property of the Company or any of its subsidiaries;

1.5 Pay all rents, taxes, duties, assessments and other outgoings and perform all covenants and comply with all restrictions and stipulations affecting any land or building for the time being owned by it, and shall comply with all planning requirements, regulations, bye-laws affecting such land or buildings and (save in the case of assets not having a value) keep all such land and buildings and all machinery, plant, tools, fixtures and implements for the time being owned by the Company in good and proper repair and condition;

1.6 Keep all its property and assets of an insurable nature insured with a good and solvent insurance office to be approved of by the Department against loss or damage by fire, explosion, lightning, aircraft, storm and tempest and such other risks which are in accordance with sound commercial practice normally insured against by companies carrying on similar business in and to a value such as a prudent company carrying on a similar business or businesses in Northern Ireland would normally insure such property and assets and shall maintain and keep up a policy or policies of insurance indemnifying the Company to such amount as the Department may reasonably require against
all claims under the Employers' Liability Acts, Fatal Injuries Acts, Fatal Injuries Acts and actions at Common Law and shall likewise effect such other insurances in respect of its business as the Department may reasonably require (including insurance against loss arising from interruption or interference with the Company's business consequent upon any loss or damage by fire explosion or such other risks as aforesaid) and produce the policies written up to date issued in relation thereto for all such insurance to the Department for inspection on demand and duly pay or cause to be paid the premiums and other sums of money payable in respect of all such insurances and if required produce to the Department on demand the receipts for the same and such evidence as the Department shall reasonably require concerning the effectiveness of such insurances and shall ensure that at all times the interest of the Department is noted on all such policies of insurance

2. If default should be made at any time by the Company in:-

2.1 Making all such payments as are specified in Clause 1.6 hereof the Department may pay the same or;

2.2 Effecting or keeping up such policies of insurance as are specified in Clause 1.6 hereof the Department may effect and keep up the same or;

2.3 Keeping all its land, buildings and other property in good and proper repair and condition the Department shall be at liberty to enter upon such property and put the said land, buildings and other property into repair;

2.4 The Company shall on demand pay to the Department any sums of money expended for any purposes specified in Clauses 2.1, 2.2 and 2.3 hereof with interest thereon at the same rate as is specified in the Financial Assistance Letter from the time of the same respectively having been expended and until
such payment and any such monies (including interest) payable to the
Department shall be a charge on the property of the Company

3. The Company hereby covenants with the Department that it shall not (and shall
procure that every Company which is or becomes its subsidiary shall not) without the
previous consent in writing of the Department transfer, sell, lease, assign, licence or
otherwise dispose of its respective freehold, leasehold or registered lands, its business,
undertakings or assets as a whole or substantially as a whole

PART 5

WARRANTIES, REPRESENTATIONS AND INDEMNITIES

1. The Company hereby warrants and represents to the Department that to the best of its
knowledge and belief having made all due and proper enquiries as follows:-

1.1 The making and performance of this Debenture will not contravene its
Memorandum and Articles of Association nor any agreement, indenture or
other instrument which is binding upon the Company or any of its subsidiaries
and are within the Company corporate powers and have been authorised by all
necessary corporate action;

1.2 Save as disclosed in writing prior to the execution hereof, neither the
Company nor any of its subsidiaries is engaged nor is about to engage in any
litigation or arbitration of any material importance and no such litigation or
arbitration is pending or threatened against it;

1.3 Neither the Company nor any of its subsidiaries is in default under a
contractual or statutory obligation whatsoever (including the payment of any
due taxes which materially and adversely affect the business or financial
condition of the Company or any such subsidiary);
1.4 Full disclosure has been made to the Department prior to the date hereof of all facts in relation to the Company and each of its subsidiaries and their respective business and affairs are material and ought properly to be made known to any person proposing to lend money to the Company; and

1.5 The Company is not in default of any of the terms or conditions of the Debenture

2. The Company hereby agrees to indemnify and keep the Department indemnified against:

2.1 Any loss or damage which may be incurred or suffered by the Department as a result of the breach of any covenant, undertaking, representation or warranty herein contained; and

2.2 All actions, proceedings, costs, damages, expenses, claims and demands howsoever arising in connection therewith

PART 6

ENFORCEMENT OF SECURITY

1. Upon non compliance by the Company with a written demand by the Department under the Financial Assistance Letter the Department may forthwith or at any time thereafter without any further notice appoint by instrument in writing a Receiver of the lands, assets and undertakings hereby charged and may remove any Receiver so appointed and may appoint another in his place and may fix (at or after the time of his appointment) the remuneration of any such Receiver (subject to Article 46 of the Insolvency (Northern Ireland) Order 1989 or any statutory modification or re-enactment thereof) Provided Always that any such Receiver shall be the agent of the Company and the Company shall be solely responsible for his acts and defaults and for his remuneration
2. A Receiver appointed in accordance with the provisions of Clause 1 of this Part shall have power:-

2.1 To take possession of, collect and get in the property hereby charged and for that purpose to take any proceedings in the name of the Company;

2.2 To carry on or concur in carrying on the business of the Company and for that purpose to raise money on the property hereby charged in priority to this security or otherwise;

2.3 Forthwith and without any of the restrictions imposed by Section 20 of the Conveyancing and Law of Property Act 1881 to sell or concur in selling (but when necessary with the leave of the Court) and to let or lease or concur in letting or leasing and to accept surrenders of leases or tenancies of all or any of the property hereby charged and to carry any such sale, letting, leasing or surrender into effect by conveying, leasing, letting or accepting surrenders in the name and on behalf of the Company or other estate owner. Any such sale price or any fine on the grant of a lease or tenancy may be satisfied in cash, debenture or other obligations, shares, stocks or other valuable consideration and may be payable in a lump sum or by installments spread over such period as the Receiver shall think fit. Plant, machinery and other fixtures may be severed and sold separately from the premises containing them without the consent of the Company or of any other person firm or corporation;

2.4 To make any arrangements or compromises which such Receiver may think expedient in the interest of the Department
3. Section 19, 21, 22 and Section 24 sub-sections (3) to (5) and (7) to (8) inclusive of the
Conveyancing and Law of Property Act 1881 and the powers thereby or by any
statutory modification or extension thereof from time to time in force or any other
statutory power or powers conferred on a Mortgagee or Receiver shall apply to such
Receiver as if such provisions were incorporated herein save that all moneys received
by such Receiver after providing for the matters specified in paragraphs (i) and (ii) of
Section 24(8) aforesaid and for all costs, charges and expenses of or incidental to the
exercise of any of the powers of such Receiver shall be applied in or towards the
satisfaction of the moneys hereby secured.

4. It is hereby declared that any such Receiver may be appointed either before or after
the Department shall enter into or take possession of the property hereby mortgaged
or charged or any part thereof.

5. The Company hereby irrevocably appoints any Receiver so appointed as aforesaid the
Attorney or Attorneys of the Company and in its name and on its behalf and as its act
and deed to execute, deal and deliver and otherwise perfect any deed, assurance
agreement, instrument or act which may be required or may be deemed proper for any
of the purpose aforesaid.

6. In addition to any power hereby or by law given to the Department; the Department
may enter into possession of any part of the property hereby mortgaged or charged
which may at any time appear to the Department to be in danger of being taken under
any process of law or by any creditor of the Company or otherwise however in
jeopardy and where any Receiver is appointed under this clause the provision of the
preceding clause hereof shall apply mutatis mutandis and the Department may at any
time give up possession or withdraw such Receivership.
7. After the security hereby constituted has become enforceable the Company shall from
time to time at all times execute and do all such assurances, acts, deeds and things
(and including where necessary applying to the Court) as the Department may require
for facilitating the realisation of the property hereby mortgaged or charged or any part
thereof and for exercising all the powers, authorities and discretions hereby or by law
conferred on the Department and in particular the Company shall:-

7.1 Execute all transfers, conveyances, assignments and assurances of the property
hereby mortgaged or charged or any part or parts thereof whether to the
Department or to its nominees or to any other person or persons as the
Department shall direct;

7.2 Perform or cause to be performed all acts and things requisite or desirable
according to the law of the country in which the property mortgaged or
charged or any part thereof is situate for the purpose of giving effect to the
exercise of any of the said powers authorities and discretions;

7.3 Give all notices, orders and directions which the Department may think
expedient

8. Neither the Department nor any Receiver appointed as aforesaid shall by reason of the
Department or of such Receiver entering or taking possession of the property hereby
mortgaged or charged or any part thereof be liable to account as mortgagees in
possession or for anything save actual receipts or be liable for any loss on realisation
of assets or for any default or omission for which a mortgagee in possession might be
liable

9. Upon payment of the entire of the moneys hereby secured together with all interest
which may be due thereon and upon payment of all costs, charges and expenses
incurred by the Department and by any Receiver in relation to these presents or
otherwise arising hereout the Department shall at any time thereafter at the request and expense of the Company discharge all property hereby mortgaged or charged from the terms and provisions hereof so that the same shall henceforth be held by the Company for their own absolute use and benefit freed and discharged from these presents

10. The Department without prejudice at any time and from time to time with or without the assent or knowledge of the Company grant time or indulgence to or compound with any person, firm or company liable to the Department on any guarantee or security for the time being held by the Department or to which the Department may be entitled and may make and release securities without affecting the liability of the Company hereunder or the right or title of the Department to the security hereby created

PART 7

GENERAL

1. Captions:
The captions in this Debenture are for the convenience of reference only and shall not define or limit the provisions hereof

2. Evidence of Indebtedness:
For all purposes of or in connection with this Debenture including any legal proceedings hereunder a certificate of the Department signed by a duly authorised officer of the Department shall be conclusive evidence of any sums owed by the Company to the Department

3. No Waivers:
No expressed or implied waiver by the Department of any term provision or condition upon which they are entitled to rely as against the Company shall be deemed or be
construed as a further or continuing waiver of such term, provision or condition unless so provided in writing by the party in question. The rights and remedies provided herein are cumulation and not exclusive of any right or remedies provided by law

4. Assignment:

The Company shall not be entitled to assign the benefit of this Debenture

5. Saturdays, Sundays and Public Holidays:

Any payments to be made or notice or other communication to be served or other obligation to be performed or any other thing to be done hereunder on a date which falls a Saturday, Sunday or Public Holiday shall be deemed to be made, or performed if carried out on the business days next following

6. Governing Law:

This Debenture shall be governed and construed in accordance with the law of Northern Ireland

7. Time of Essence:

In the construction of all provisions hereunder relating to the payment of moneys time shall be of the essence of the contract

8. Severability:

If for illegality or any other reason any particular provisions of this Debenture shall become illegal or unenforceable this shall not affect the remaining provisions which shall remain in full force and effect

9. Expenses:

The Company shall on demand pay all the legal and other costs, charges and expenses reasonably and properly incurred by the Department in and about the acceptance, preparation, implementation, performance and execution of these presents and the Company shall further on demand pay all legal and other costs, charges and expenses
whatsoever reasonably and properly incurred by the Department in and about the protection and enforcement of its securities hereunder or otherwise and in connection with any act, matter or thing made, done or executed by the Department or any of its servants or agents in or about the matters dealt with or arising out of this Debenture and shall pay interest thereon at the same rate as is applicable to the Financial Assistance by virtue of the Financial Assistance Letter hereto computed from the date of demand until the date upon which the same shall have been recovered by or paid to the Department

10. Notices:

Any notice or demand to be given hereunder shall be in writing and shall be deemed duly given upon being delivered or transmitted by telex, or 48 hours after having been posted by prepaid registered post, to the party to which it is to be given at its address herein set out or such other address as such party shall have previously communicated by notice to the party giving such first mentioned notice or demand

11. Continuing Security:

These presents shall be a continuing security to the Department and the same shall not be prejudiced by the settlement of any account or by any collateral or other security being taken for any of the moneys intended to be secured hereby even if they shall not be payable until a further date

12. No Merger:

These presents shall not operate as a merger or defeasance of any prior charge or estate, legal or equitable, lien, guarantee or security of the Department upon or in the security hereby created or any part thereof
13. (A) The Company hereby grants unto the Department full power and authority as part of its security to grant and transfer in due exercise of its power of sale along with the land already charged herein ("the Charged Land ") and as easements appurtenant thereto exercisable over the lands in Folios LY106970 and LY106971 County Londonderry ("the Adjoining Land") all the rights set out in the third Schedule hereto and for this purpose the Company hereby irrevocably appoints the Department to be its lawful attorney.

(B) In the event of a disposal of the Adjoining Land the Company covenants to reserve thereout as easements appurtenant to the Charged Land the said rights set out in the third Schedule hereto for the benefit of the Charged Land.

(C) The company hereby assents to the registration of the said powers and the said covenant in favour of the Department as burdens affecting the Adjoining Land and further assents to registration of any entry on the Folio inhibiting all dealings with the adjoining land except with the consent of the Department which consent cannot be withheld or delayed should the Company produce an executed document reserving all rights set out in the Third Schedule hereto for the benefit of the Charged Land.

**FIRST SCHEDULE**

Letter of Offer of Financial Assistance dated 6 August 2012 from SWARD Joint Council Committee to the Company

**SECOND SCHEDULE**

All the lands and premises in Folio LY106969 County Londonderry
THIRD SCHEDULE

1. The right for the Department, its successors and assigns to enter the Adjoining Land to lay, use, repair, inspect, cleanse, replace and maintain pipes and conduits for water, electricity and other services in and along the Adjoining Land under which such pipes or conduits run

2. The right for the Department to pass and repass on foot or with motor vehicles at all times and for all purposes over all access routes existing at the date of execution of this charge on the Adjoining Land

3. The right for the benefit of the Charged Land of subjacent and lateral support from the Adjacent Land

4. The right to overhang, which may be required in conjunction with the use of the buildings presently or to be erected on the Charged Land

IN WITNESS whereof this Deed has been executed and delivered as a Deed the day and year first herein written

EXECUTED as a DEED by CARNTOGHER COMMUNITY ASSOCIATION acting by:-

DIRECTOR

DIRECTOR

SECRETARY
PRESENT when the Official Seal of the
DEPARTMENT OF AGRICULTURE AND
RURAL DEVELOPMENT was affixed hereto:-

DFI/13/370585-DH/EM
a) of up to a maximum of £151,714.88;

b) from Measure 3.4: basic services for the economy and rural population

This grant aid is provided through the European Agricultural Fund for Rural Development (EAFRD) and is made up of £75,857.44 from the European Union and £75,857.44 from the Department of Agriculture and Rural Development (DARD), as described at Appendix I of the Terms and Conditions booklet.

This Letter of Offer is made subject to the availability of funding from the European Commission and the Department of Agriculture and Rural Development; and your compliance with the following:

(i) the conditions specific to your project and this offer as listed at Annex 1;
(ii) the 'Terms and Conditions of Grant Aid' set out in the enclosed booklet; and
(iii) receipt of the official claims forms as provided at Annex 4.

The offer is provided specifically to fund:

(iv) the project described in your Application Form, Reference No. 31606
(v) the project activities as listed at Annex 1;
(vi) the schedule of eligible expenditure as detailed at Annex 2;

(Note: Any work started or items purchased before the Project Start Date, shall be deemed ineligible for payment of grant aid and may render the project ineligible).

(vii) the agreed target outputs and results to be achieved by implementation of the project as detailed at Annex 3 to this Letter of Offer.

The start date for the project will be the date of this Letter of Offer, provided the Joint Council Committee has received your completed Form of Acceptance within 28 days from this date. The end date for the project is 31 March 2013. Final claims for reimbursement of expenditure under this Letter of Offer must be made to SWARD Joint Council Committee within 28 days of this project end date unless previously agreed otherwise in writing with SWARD Joint Council Committee. Similarly the final project end date may only be extended in exceptional circumstances and with prior written agreement of the SWARD Joint Council Committee.

This Letter of Offer, which incorporates the information included in your application form and the ‘Terms and Conditions of Grant Aid’ booklet is a legally binding contract, enforceable in law, between you and SWARD Joint Council Committee. Any project activity or expenditure that is in breach of the Letter of Offer and the Terms and Conditions of Grant Aid attached to it will render the project ineligible and no grant aid will be payable. You should note the compliance obligations to which you are agreeing under this Letter of Offer shall remain in place for a period of five years following the date of final payment or where the project involves the purchase, building, development or refurbishment of property or land for which a legal charge is required, the conditions shall remain in place for a period of 10 years.

Application Reference No. 31606

LoO Date: 06 August 2012
Therefore before accepting this offer of grant aid you should ensure that you fully understand the conditions, responsibilities and liabilities to which you are agreeing. In this respect it may be prudent to discuss the contract with your legal advisor.

This Letter of Offer and Form of Acceptance is issued in duplicate. Should you wish to take up the offer of grant aid on the terms and conditions stated you should complete and sign both Forms of Acceptance and return one full set of Letter of Offer papers to me at SWARD Joint Council Committee, Gortalowry House, 94 Church Street, Cookstown, Co. Tyrone, BT80 8HX.

The other full set of Letter of Offer papers including the 2nd signed Form of Acceptance should be retained for your own records.

The Form of Acceptance must be completed and returned to the Joint Council Committee within 28 days from the date of this letter. If not signed and returned within this timescale, the offer will be deemed to have been withdrawn.

All queries about the administration of the programme and/or this Letter of Offer should, in the first instance, be directed to Ryan Lennox, Telephone 028 7939 7979 or ryan.lennox@cookstown.gov.uk.

Finally, on behalf of SWARD Local Action Group and SWARD Joint Council Committee, I would take this opportunity to thank you for your interest in the Rural Development Programme and wish you every success with your project.

Yours sincerely

Chair of Joint Council Committee
SWARD Joint Council Committee
Form of Acceptance

<table>
<thead>
<tr>
<th>Application Reference No:</th>
<th>31606</th>
</tr>
</thead>
<tbody>
<tr>
<td>Name of Project:</td>
<td>Carntogher Conference Centre (CCC)</td>
</tr>
<tr>
<td>Address of Applicant:</td>
<td>An Carn, Tirkane Road, Maghera, Co. Derry/Londonderry, BT46 5NH.</td>
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<tr>
<td>Address of Project:</td>
<td>An Carn, Tirkane Road, Maghera, Co. Derry/Londonderry, BT46 5NH.</td>
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</tbody>
</table>

I have read and understand the Letter of Offer and the Terms and Conditions of Grant Aid Booklet (a copy of which I have retained). I accept the offer of grant aid for project Application No. 31606 from the SWARD Joint Council Committee on the conditions set out within the Letter of Offer and the Terms and Conditions of Grant Aid booklet.

I confirm that:

a) I am the person legally empowered to enter into this contract;
b) the information submitted on Application Reference No. 31606 is true and complete;
c) all previous public funding received over the 3 year period prior to the date of this Letter of Offer has been declared;
d) I have received and understand the Letter of Offer attachments detailing the activities and/or items to be grant aided and the objectives and targets to be achieved;
e) the project is dependent upon and could not proceed *at this time/as described without grant aid being made available from the Rural Development Programme; (*delete as appropriate)
f) I will repay on written demand any grant aid received where the terms and conditions of the offer are adjudged, by SWARD Joint Council Committee or DARD, to have been breached;
g) a representative of SWARD Joint Council Committee has explained my rights and responsibilities attendant to my acceptance of this Letter of Offer, and
h) I hereby accept the said offer of grant aid upon and subject to the terms and conditions stated herein:

Application Reference No. 31606

LoO Date: 06 August 2012
I, Claire Doherty understand that providing wrong or misleading information is an offence, and such information may be used against me in any subsequent criminal investigation. I also understand that the information provided in connection with this offer may be made available to other Government Departments/Agencies for the purposes of preventing or detecting crime.

<table>
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<tr>
<th>Signed as Accepted by Applicant:</th>
<th>Claire Doherty</th>
<th>Date:</th>
<th>30 - 8 - 12</th>
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</thead>
<tbody>
<tr>
<td>Name of Applicant:</td>
<td>Claire Doherty</td>
<td>Position held:</td>
<td>Centre Manager</td>
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<tr>
<th>Signed as Accepted by Applicant:</th>
<th>Niall O'Kane</th>
<th>Date:</th>
<th>30 - 08 - 12</th>
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<tr>
<td>Name of Applicant:</td>
<td>Niall O'Kane</td>
<td>Position held:</td>
<td>Director</td>
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(For Official Use Only)
This form of acceptance, duly signed by the Applicant, has been reviewed on behalf of the SWARD Joint Council Committee

Signature: [Signature] Date: 31-8-12

SWARD Joint Council Committee

Application Reference No. 31606 LoO Date: 06 August 2012
Grant Offer and Project Details

Grant Offer to:  Carntogher Community Association
An Carn
Tirkane Road
Maghera
Co. Derry/Londonderry

Grant Offer from:  SWARD Joint Council Committee

NIRDP, Axis 3 & 4:  Measure 3.4: basic services for the economy and rural population

Application Reference No:  31606
Project Name:  Carntogher Conference Centre (CCC)
Address of Project:  An Carn
Tirkane Road
Maghera
Co. Derry/Londonderry

Grant Aid Awarded:  £151,714.88

**Aims and likely benefits of the Project are:**

1. To upgrade the facilities at An Carn facilities to enable the group to offer additional cultural, educational, health and leisure activities to the rural community of Carntogher / Maghera and the wider Mid-Ulster area.

**Objectives of the Project are:**

1. Carry out alterations to the structure and roof of An Carn in order to create a 3rd floor which will consist of 6 additional meeting rooms, kitchen facility, disabled toilet facility and existing lift extended to 3rd floor – by 31 March 2013.
2. Increase the number of users at the Centre by 250 in Year 1, 500 in Year 2, and 1000 in Yr 3 (Baseline in 2010 2375 users – increasing to 4125 by end of year 3).
3. Employ a Full time Manager for period of 2 years within 1 year from Letter of Offer issue.
Following the completion of the build offer a range of additional activities to include:

- Community Pharmacy Project
- Healthy Living Project
- 33 new recreational courses
- Basic services in conjunction with Health Board, Public Health Agency and Regional College
- Admin / support services for small community based organisations / social enterprises
- Provision of a permanent office base for North-West Mountain Rescue, provision of accommodation to allow proper management and induction of new volunteers, emergency rehearsals etc.

**Special Conditions of Grant Offer and Payment Specific to this Project are:**

1. Evidence of all planning permission and building control approvals to be in place by the 12th October 2012.
2. Compliance with the relevant statutory legislation should be in existence during the lifetime of the project, including that which is in force in Northern Ireland. It is the responsibility of the applicant to identify all legislation and statutory requirements relevant to the project.
3. Prior to any payment of grant aid you are required to execute in favour of the Department of Agriculture and Rural Development a security over An Carn, Tirkane, Maghera. Substantive engagement between Carntogher's solicitor and DARD to execute the legal charge to be evidenced by the 12th October 2012.
4. A retention period will be applied whereby no more than 95% of the grant aid may be paid prior to the receipt of a certificate of practical completion from the Project Architect or other certification satisfactory to the Department. The final 5% may only be paid upon completion of the retention period, normally a period of not less than 1 year.
5. Procurement complete for all third parties and contractor(s) appointed to the satisfaction of SWARD by 12th October 2012. In addition by 12th October 2012, SWARD must be provided with the necessary assurances that work will commence on-site no later than 29th October 2012.
6. A detailed schedule of works/bill of quantities should be provided to allow value for money to be assessed by Independent Quantity Surveyor appointed by SWARD.
7. A minimum of 50% of the construction works to be completed by 31 January 2013.
8. A minimum of 50% of grant aid claimed from/submitted to SWARD by 28 February 2013.
9. A fundraising plan to cover shortfalls in funding from years 1-3 identified within the project economic appraisal to be forwarded to SWARD by the 12th October 2012.
Project Start Date: This is the date of this Letter of Offer, provided the Joint Council Committee has received your completed form of acceptance within 28 days from this date. (Note: Any work started or items purchased before the project start date, shall be deemed ineligible for payment of grant aid and may render the project ineligible).

Project End Date: 31/03/2013

Final Claim for Payment of Grant Aid: 28/04/2013

Failure to adhere to the agreed timescales for completing the project or for claiming payment of the grant aid offered will result in a reduction in the amount of grant aid that can be paid or withdrawal of the full Letter of Offer.

Please Note: The Project End Date is the date you agreed with the Joint Council Committee for completion and payment of all the items and activities as listed in Annex 2.
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<thead>
<tr>
<th>A</th>
<th>B</th>
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<th>G</th>
<th>H</th>
<th>I</th>
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<tbody>
<tr>
<td>Grant Aided Item/ Activity (State clearly the nature of product/service)</td>
<td>Date of Invoice</td>
<td>Invoice Number</td>
<td>Date of Payment</td>
<td>Name and Address of Supplier/ Contractor (Please Give address of company's registered office)</td>
<td>Net Cost (ex. VAT) £</td>
<td>Amount of VAT £</td>
<td>Total Payment £</td>
<td>Cheque No or BACS issued to Supplier</td>
<td>Office Use Date Cashed through PP Bank A/c</td>
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<td>SUB TOTAL/ TOTAL* (£)</td>
<td>(*Delete as appropriate)</td>
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<td>Item Detailed on Schedule</td>
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<td>Net Cost (Ex VAT) £</td>
<td>VAT Amount £</td>
<td>Total Payment £</td>
<td>LOO Grant Rate %</td>
<td>Grant Expenditure Claimed £</td>
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I DECLARE THAT:

1. This claim complies with the terms and conditions in the Letter of Offer;
2. I have paid the sums stated which are supported by the enclosed original invoices;
3. No sum included in this claim has been included in any previous claim;
4. Any assets included in this claim are my property or those of the business, partnership, group, association or other as detailed in the application;
5. No asset included in this claim or any previous claim under the present offer of assistance has been sold or disposed of in any way;
6. I have followed the Letter of Offer procurement rules for the purchase of goods and services;
7. I enclose copies of the relevant statutory controls/permissions for this project (if applicable); and
8. I declare that the project named in the Letter of Offer is / is not* (*delete as appropriate) registered for VAT. VAT Registration number ____________________

Signed: ____________________ Date: ____________________

Printed: [Mrs Claire Doherty] Position: [Centre Manager]

**Warning**

Any person who knowingly or recklessly makes a statement for the purposes of obtaining grant under this Scheme or assisting another to obtain grant aid may be prosecuted. The information provided on this form may be made available to other Departments/Agencies for the purposes of preventing or detecting crime.

DARD FRAUD HOTLINE - Telephone: 08081002716