Company name: CLONARD MONASTERY YOUTH CENTRE
Company number: NI062692

Received for Electronic Filing: 03/03/2020

Details of Charge

Date of creation: 21/02/2020
Charge code: NI06 2692 0002
Persons entitled: DEPARTMENT OF EDUCATION

Contains negative pledge.

Authentication of Form

This form was authorised by: a person with an interest in the registration of the charge.
Authentication of Instrument

Certification statement:  I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.

Certified by:  DENIS MCKAY, NAPIER SOLICITORS
CERTIFICATE OF THE
REGISTRATION OF A CHARGE

Company number: NI62692

Charge code: NI06 2692 0002

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 21st February 2020 and created by CLONARD MONASTERY YOUTH CENTRE was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd March 2020.

Given at Companies House, Belfast on 3rd March 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006.
CLONARD MONASTERY YOUTH CENTRE

TO

THE DEPARTMENT OF EDUCATION

DEED OF COVENANT & MORTGAGE / CHARGE

THE SOLICITOR
DEPARTMENT OF FINANCE
DEPARTMENTAL SOLICITOR’S OFFICE
3RD FLOOR, CENTRE HOUSE
79 CHICHESTER STREET
BELFAST
BT1 4JE
LAND REGISTRY

FOLIO: AN158361L

REGISTERED OWNERS: CLONARD MONASTERY YOUTH CENTRE

COUNTY: ANTRIM

THIS INDENTURE made the 1st day of February 2020

BETWEEN CLONARD MONASTERY YOUTH CENTRE (Company No. NI062692) having its registered office at 1a Clonard Gardens, Belfast, BT13 2RL (hereinafter called “the Company” which expression shall where the context so requires or admits include its successors and assigns) of the one part and the DEPARTMENT OF EDUCATION of Rathgael House, Balloo Road, Bangor BT19 7PR (hereinafter called “the Department” which expression shall where the context so admits include its successors and assigns) of the other part

WHEREAS:-

(i) The Company owns the premises described in the First Schedule hereto (“the Property”).

(ii) The Company has applied to the Department under the provisions of the Youth Service (Northern Ireland) Order 1989 (“the Order”) for a grant towards the cost of refurbishment works on the Property and under an agreement (“the Agreement”) constituted by the Letter of Offer detailed in the Second Schedule hereto the Department has agreed to make a grant to the Company of a sum not exceeding £974,404.00 towards the expenditure incurred by the Company (“the Grant”) subject to the terms and conditions therein and the terms and conditions hereinafter contained.
(iii) The terms and conditions of the Agreement include a condition requiring the Company to execute a Deed of Covenant and Mortgage / Charge as is hereinafter contained.

A. **NOW THIS DEED WITNESSETH** that in pursuance of the Agreement and in consideration of the Grant to be made to the Company out of moneys provided in accordance with the Order the Company hereby covenants with the Department in manner following:-

1. To use the Property for the purpose of providing and maintaining thereon youth facilities subject to and in accordance with the Order or any statutory modification or re-enactment thereof for the time being in force and for no other purpose whatsoever.

2. Not to use the Property or any part thereof for political or church or other denominational purposes.

3. To expend the Grant for the purposes hereinbefore mentioned and for no other purpose.

4. To observe and perform all the covenants and conditions contained in the title under which the Property is held and to duly and punctually pay all rates, taxes, rents, rent charges, outgoings and impositions payable in respect of the Property.

5. Not to create a second or subsequent mortgage or charge over the Property without the previous consent in writing of the Department;

6. Not without the previous consent in writing of the Department to transfer, sell, lease, assign, licence or otherwise dispose of the Property in whole or part.

7. To permit the Department its officers servants and workmen at all reasonable times to enter upon the Property or any part thereof to inspect the same and the various activities carried on therein and the state of repair of any buildings which now are or may hereafter be erected on the Property.
8. To insure all buildings which now are or may hereafter be erected on the Property and all fixtures fittings and equipment therein and thereon against loss or damage by fire for a sum equal to the full value thereof in the name of the Company with an insurance company to be approved by the Department and to keep the same so insured and upon the request of the Department from time to time to produce to the Department the policy of such insurance and the receipt for the then current year’s premium and if the buildings on the Property or any part thereof or the fixtures fittings and equipment or any part thereof shall be destroyed or damaged by fire forthwith to expend the moneys received under such insurance or so much thereof as the Department may require in rebuilding reinstating or replacing the same under the direction of the Department.

9. To prosecute with due diligence any claim arising under statute or otherwise in respect of damage to the Property or buildings thereon or the fixtures fittings or other equipment therein and thereon caused unlawfully wantonly or maliciously and to apply any sum recovered under such claim in or towards rebuilding or reinstating the Property and buildings thereon and replacing the fixtures fittings and equipment aforesaid under the direction of the Department or at the option of the Company to repay to the Department the said sum or such part thereof as the Department may require together with interest thereon at such rate not exceeding 8% per annum as the Department may in the circumstances determine to commence to run after the expiration of 1 month from the date of demand by the Department.

10. If within 22 years from the date hereof the Property or any part thereof:

(i) is disposed of;

(ii) ceases in the opinion of the Department to be used in accordance with the covenants on the part of the Company and conditions herein contained; or
(iii) ceases in the opinion of the Department to be required for the purpose for which the Grant was paid by the Department to pay to the Department a sum which the Department considers equitable but which does not exceed the sum determined by the calculation set forth in Article 8(3) of the Order and it is hereby declared that any sum payable to the Department under the provisions of this covenant shall be in addition to and not in substitution for any other sum payable to the Department under the provisions of these presents or the Agreement.

B. AND THIS DEED FURTHER WITNESSETH:

1(i) The Company hereby covenants with the Department to, on demand, pay to the Department and discharge all obligations and liabilities due to the Department under or in connection with the Agreement and all obligations and liabilities due to the Department under or in connection this Deed ("the Secured Liabilities").

(ii) The demand herein referred to shall mean a demand for payment of the monies hereby secured made by the Department by notice in writing, and such demand may be made when or at any time after the Department becomes entitled to call for payment of the monies. Such demand shall be deemed to be made when such notice is delivered or sent by prepaid post to the Company at the last known addresses of the Company and, if posted by prepaid post, such demand shall be deemed to be made at the time at which it would have been delivered in the ordinary course of post.

(iii) The monies hereby secured shall bear interest at such rate not exceeding 8% per annum as the Department may in the circumstances determine.

2. As a continuing security for the payment and discharge of the Secured Liabilities, the Company:

2.1 by way of legal mortgage grants and demises to the Department so much of the Property (and all buildings and erections and other things of whatever nature on, and intended to form part of, the Property) as is unregistered (i) to hold so much of the Property as is of freehold tenure to the Department for a
term of 10,000 years from the date of this deed and (ii) to hold so much of the Property as is of leasehold tenure to the Department for the residue of the respective term or terms of years for which the Trustees now hold the same less the last ten days of each of such terms AND the Trustees hereby declare that they shall henceforth hold the reversion of the said terms of years 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 trustees hereby authorise the Department and do hereby appoint the Department to be the attorney of the Trustees in their name and on their behalf to appoint a new trustee or trustees in place of the Trustees or any trustee or trustees appointed under this power as if the Trustees or such other trustee or trustees were incapable of acting in the trusts of the reversion or in any of them hereby declared; and

2.2 by way of legal charge charges so much of the Property (and all buildings and erections and any other things of whatever nature on, and intended to form part of, the Property) as is registered or is to be registered in the Land Registry with payment of the Company’s liabilities and assents to registration of the charge as a burden on the folio(s) and the address of the Department for service of notices in connection therewith is c/o The Solicitor, Departmental Solicitor’s Office, 3rd Floor, Centre House, 79 Chichester Street, Belfast

C. PROVIDED ALWAYS AND IT IS HEREBY AGREED AND DECLARED by and between the parties hereto as follows:-

1. That if all or any of the covenants conditions agreements and declarations herein contained shall not be duly performed and observed then and in any such case or cases the Company shall if required by the Department repay or cause to be repaid to the Department on demand the whole or such portion or portions of the Grant as the Department may require together with interest thereon at such rate not exceeding 8% per annum as the Department may in the circumstances determine to commence to run after the expiration of one month from the date of demand by the Department
Provided that the liability of the Company to repay the Grant may at the discretion of
the Department be reduced by one twenty-second of the total amount of the Grant for
each complete year in which the said covenants conditions agreements and
declarations still have been duly performed and observed.

2. That the rules governing the purposes for which the Property may at any time be used
shall be subject to approval of the Department and that eligibility to enjoy the
facilities of the Property shall not be restricted on denominational grounds or made
conditional on denominational religious observances.

3. The several conditions and provisos herein contained shall be and remain in force for
the period of 22 years from the date hereof.

4. That no alteration amendment or addition to the constitutional documents of the
Company shall be made without the prior written consent of the Department and in
the event of such alteration amendment or addition being made without the
Department's prior written consent, the Company shall, if so required, repay to the
Department the whole or such portion or portions of the Grant as the Department may
lawfully require.

5. The Department shall have the power of sale and all other powers conferred by the
Conveyancing Act, 1881 (hereinafter called "the Act") upon mortgagees with and
subject to the following modifications:
   (a) the monies hereby secured shall be deemed to have become due within the
       meaning of the Act and for all the purposes thereof when a demand for payment
       of any part hereof shall have been made in manner aforesaid; and
   (b) the said power of sale shall be exercisable without the restrictions on its exercise
       imposed by Section 20 of the Act.

6. These presents shall be a continuing security to the Department and shall not be
prejudiced by the settlement of any account or by any collateral or other security being
taken for any of the monies intended to be secured hereby even if the same shall not be
payable until a future time or shall be taken without the consent or against the
prohibition of the Company in respect of monies for which the Company is or shall be
liable as a surety only.

7. 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 Property
or any part thereof.

8. The Department may at any time hereafter without any further consent on the part of
the Company enter into possession or into receipt of the rents and profits of the
Property or put and keep every building comprised in the Property in good and
tenable repair and condition without becoming liable as mortgagee in possession and
may whether the Department shall or shall not have entered into such possession or
receipt of the rents and profits appoint at the sole risk and cost of the Company a person
to collect and receive such rents and profits for the use and benefit of the Department at
such commission as the Department shall think fit and any such person shall have
power in the name of the Company to give notice to quit and bring and take actions or
proceedings for ejectment or recovery of possession of the Property on the expiration or
determination or forfeiture of any tenancy or otherwise and to let or re-let the Property
from time to time to such person or persons as it shall think fit for such term of years as
it thinks right or on yearly, monthly or weekly tenancies at the best rents which may be
reasonably obtainable, and so that the statutory provisions respecting the appointment
of receivers over property in mortgage and the powers and duties of such receivers or
otherwise in relation thereto shall apply to this security except so far as the same are
hereby extended or varied and subject to the provisions herein contained AND also may
absolutely sell or dispose of the Property at such time and in such manner and subject
to such conditions as the Department in its discretion may deem expedient and may buy
in or rescind or vary any contract for sale and re-sell AND that any such person
appointed as aforesaid to collect and receive such rents and profits shall out of the
monies received by him in addition to the payments authorised by statute in that behalf
repay the monies hereby secured and all other monies for the time being owing under
this security to the Department and pay any surplus to the Company.

PROVIDED ALWAYS that the Department shall not exercise the power of entering
into possession or receipt of rents and profits or of appointing a receiver or of sale
hereinbefore contained unless and until default in payment on demand shall have been
made in respect of the monies hereby secured or default shall have been made in
observance or performance of the covenants herein contained or any of them (other
than the covenant for payment of the principal money and interest) or in case the
Company shall during the continuance of this security have gone into receivership,
administration or liquidation or entered into any arrangement with its creditors whether
compulsorily or voluntarily or if any building on the Property shall be pulled down,
removed or injured so as to materially depreciate the value of the security or if the
Company shall have assigned, let or parted with possession of the Property without the
written consent of the Department but no entry into possession receipt of rents and
profits appointment of a receiver or sale which may be made in the exercise or intended
exercise of any of the powers aforesaid shall be impeachable by reason of any breach of
the provisions lastly hereinbefore contained or any irregularity or impropriety and no
purchaser from or other person dealing with the Department shall be concerned to
enquire whether the security is subsisting or into the right of the Department to exercise
any of the powers hereby or by law vested in the Department.

9. The Company hereby assigns unto the Department the benefit of:
   (a) any covenant agreement or undertaking for road making or for the payment of
       road charges or drainage expenses or the like in respect of the Property and any
       indemnity against payment of such charges or expenses;
   (b) any other covenant agreement undertaking charge right remedy or indemnity in
       relation to the Property and any rent payable thereout or charge thereon;
   (c) all rights of the Company to be paid or receive compensation under any statute by
       reason of any compulsory acquisition or other exercise of compulsory powers in
       relation to the Property or any refusal withdrawal or modification of planning
       permission or approval relative thereto or any control or limitation imposed upon
       or affecting the use of the Property and so that the production of these presents to
       the authority or person liable to pay such compensation shall be a sufficient
       authority to it or him to pay all such monies to the Department.

10. No lease made by the Company of the Property or any part thereof during the
    continuance of this security shall have effect by force or virtue of Section 18 of the
    Conveyancing Act 1881 unless the Department shall consent thereto in writing and the
    restriction on the right of consolidating mortgage securities which is contained in
    section 17 of the Act shall not apply to this security.
11. The waiver by the Department of any breach of any term of this Deed shall not prevent the subsequent enforcement of that term and shall not be deemed a waiver of any subsequent breach.

12. The Company hereby warrants and represents to the Department that the Company has the power to enter into, deliver and perform this deed and the making and performance of this deed does not contravene or conflict with the constitutional documents of the Company.

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

THE PROPERTY

The Property being the lands demised by a lease dated the 12th day of October 2006 and made between The Very Reverend Cornelius J Casey C.Ss.R., as Provincial Leader of the Redemptorist Community in Ireland, Reverend Patrick O'Connell, Reverend Daniel Bray, Reverend Ciaran O'Callaghan, Reverend Sean Lawlor and Reverend Kevin Browne of the one part and The Very Reverend Cornelius J Casey C.Ss.R., as Provincial Leader of the Community of The Most Holy Redeemer in Ireland, The Very Reverend Peter Burns C.Ss.R., Reverend Brother Michael Gileece and Pat Murphy of the other part and being situate at and known as Clonald Hall off Clonald Street in the County of the City or County Borough of Belfast and now registered in folio AN158361L County Antrim.
SECOND SCHEDULE

LETTER OF OFFER

Letter of Offer of Grant dated 14th January 2020 from the Department to CLONARD MONASTERY YOUTH CENTRE.
EXECUTED AS A DEED by

CLONARD MONASTERY YOUTH CENTRE

acting by  Gerard Slutton  Chairperson

in the presence of :-

WITNESS 1:  Lyn Milne  SIGNATURE:  
PRINT NAME  Lyn Milne  PRINT OCCUPATION:  ADMINISTRATOR
PRINT ADDRESS:  31 Leven Park, Belfast

WITNESS 2:  Ken Humphrey  SIGNATURE:  
PRINT NAME  Ken Humphrey  PRINT OCCUPATION:  Project Coordinator
PRINT ADDRESS:  17 Marina Park, Belfast

BTS 68A
THE OFFICIAL SEAL of THE DEPARTMENT
OF EDUCATION was affixed hereto
in the presence of:-

[Signature]
Senior Officer of the Department of Education

Rathgael House
Balloo Road
Bangor
Co Down

[Signature]
EXECUTIVE OFFICER