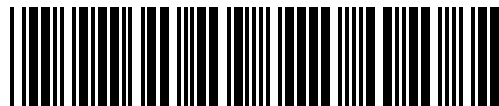




**Registration of a Charge**

Company Name: **EVANDER (NI) LIMITED**

Company Number: **NI625585**



Received for filing in Electronic Format on the: **04/01/2022**

XAUY7363

**Details of Charge**

Date of creation: **17/12/2021**

Charge code: **NI62 5585 0002**

Persons entitled: **AIB GROUP (UK) P.L.C.**

Brief description: **THE COMPANY ASSIGNS TO THE BANK BY WAY OF SECURITY THE BENEFIT OF ITS RIGHTS UNDER THE DEVELOPMENT AGREEMENT (THE "AGREEMENT") DATED 28 JULY 2021 AND ENTERED INTO BY THE COMPANY AS OWNER AND EGLINGTON DEVELOPMENTS LIMITED AS DEVELOPER OF THE LANDS AT MOUNTPLEASANT, OLD BELFAST ROAD, NEWTOWNARDS, COUNTY DOWN (AS MORE PARTICULARLY DESCRIBED WITHIN THE AGREEMENT AND REFERRED TO THEREIN AS "THE PROPERTY").**

**Contains fixed charge(s).**

**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 SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by:

**DWF (NI) LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: NI625585

Charge code: NI62 5585 0002

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 17th December 2021 and created by EVANDER (NI) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2022 .

Given at Companies House, Belfast on 5th January 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

**(1) EVANDER (NI) LIMITED**

**and**

**(3) AIB GROUP (UK) P.L.C.**

**Security Assignment**

**THIS ASSIGNMENT** is made the 17th day of December 2021 **BETWEEN EVANDER (NI) LIMITED** (a company incorporated in Northern Ireland with company number NI625585) whose registered office is at 1 Campsie Business Park, McLean Road, Eglinton, Londonderry, BT47 3XX (the "**Company**") of the one part, and **AIB GROUP (UK) P.L.C.** (a company incorporated in Northern Ireland with company number NI018800) whose registered office is at 92 Ann Street, Belfast BT1 3HH (the "**Bank**").

**WHEREAS:**

1. The Company has already been granted or may hereafter be granted accommodation from time to time by the Bank in some one or other of the modes in which banks accommodate or grant facilities to their customers or others and/or is now here or may hereafter become indebted to the Bank by other means.
2. By a development agreement dated 28 July 2021 (the "Agreement") and entered into by the Company as Owner and Eglinton Developments Limited as Developer ("the Developer"), it was agreed that the Developer would develop the lands at Mountpleasant, Old Belfast Road, Newtownards, County Down (as more particularly described within the Agreement and referred to therein as "the Property").
3. The Company has agreed inter alia to assign to the Bank by way of security the benefit of its rights under the Agreement.
4. It has been agreed between the Company and the Bank that all monies now owing or which shall hereafter becoming owing an a general balance of account or otherwise from the Company to the Bank with interest, costs and charges shall by way of further and better security be secured in the manner and on the terms hereinafter appearing.

**NOW THIS INDENTURE WITNESSETH that:**

1. In this Assignment, except to the extent that the context requires otherwise "**Premises**" means the Property (as defined in in the Agreement).
2. In this Assignment (unless otherwise provided):
  - 2.1 references to **Clauses** are to be construed as references to the **Clauses** of this Assignment;
  - 2.2 references to this Assignment (or to any specified provisions of this Assignment) or any other document shall be construed as references to this Assignment, that provision or that document as amended, varied, novated or supplemented from time to time;
  - 2.3 words importing the Singular shall include the plural and vice versa;
  - 2.4 references to the "**Company**" shall be construed so as to include that person's permitted assigns or transferees under the Agreement; and
  - 2.5 references to any statute or statutory provision include any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any

orders, regulations, Instruments or other subordinate legislation made under the relevant statute.

3.

3.1 Each assignment hereby created is separate, independent of and distinct from and in addition to every other such assignment.

3.2 As and by way of further and better security the Company (to the intent that the security hereby created shall rank as a continuing security in favour of the Bank) hereby assigns to the Bank the benefit to the Company of all rights and claims to which the Company is now or may in the future become entitled in relation to the Agreement including all the proceeds of any claim, award or judgment arising out of the Agreement and all sums paid or payable to the Company under or in respect of the Agreement.

4. The Company shall not be at liberty to create any assignment ranking in priority to or pari passu with these presents.

5. The Company hereby authorises the Bank on its behalf on default of payment by the Company on demand of the monies which may for the time being be due by the Company to the Bank (but not before) to:

5.1 serve notice of the assignment hereby created on the Developer; and

5.2 exercise the Company's rights under the Agreement in such manner as the Bank may think fit without further notice to the Company.

6. The Company hereby irrevocably appoints the secretary for the time being of the Bank to be its attorney in its name and on its behalf and to execute and do all deeds and to sign and seal instruments and do all acts necessary or proper for that purpose and otherwise perfect all transfers assurances and Instruments which may be required or deemed proper by the Bank (in the absolute discretion of the Bank) for any of the purposes of this security.

7. In all other respects the Assignment is hereby confirmed by the parties and all its provisions shall apply as if the same were set out herein.

**IN WITNESS** whereof the parties hereto have executed these presents as a deed the day and year first herein written.

SIGNED as a deed by  
EVANDER (NI) LIMITED  
acting by

(director)

in the presence of:



Director

Witness 1:



Name: ANNIE HEADING

Address: 1 CAMPSIE BUSINESS PARK

Occupation: PERSONAL ASSISTANT

Witness 2:



Name: CORA DEVINE

Address: 75 ASHTONRIE

Occupation: ADMINISTRATOR

**PRESENT** when the **COMMON SEAL**

of **AIB GROUP (UK) P.L.C.**

was affixed hereto:

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Authorised Officer

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Authorised Officer