



Registration of a Charge

Company Name: **APEX CONSORTIUM NOMINEES NO. 2 LIMITED**

Company Number: **04964901**



Received for filing in Electronic Format on the: **18/11/2022**

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Details of Charge

Date of creation: **15/11/2022**

Charge code: **0496 4901 0058**

Persons entitled: **JAP (MOYGASHEL) LLP NC000172**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS SPIRES RETAIL PARK, MOY ROAD, ARMAGH, COUNTY ARMAGH AS THE SAME IS REGISTERED AT THE LAND REGISTRY OF NORTHERN IRELAND UNDER FOLIO NUMBERS AR93699 AND AR95891 COUNTY ARMAGH.**

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: 4964901

Charge code: 0496 4901 0058

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2022 and created by APEX CONSORTIUM NOMINEES NO. 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th November 2022 .

Given at Companies House, Cardiff on 22nd November 2022

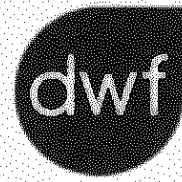
The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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



15 November 2022

(1) APEX CONSORTIUM NOMINEES NO. 1 LIMITED AND APEX CONSORTIUM NOMINEES
NO. 2 LIMITED, TOGETHER ON BEHALF OF THE SPIRES UNIT TRUST

(AS CHARGOR)

(2) JAP (MOYGASHEL) LLP

(AS LENDER)

We hereby certify that this
is a true copy of the original

MORTGAGE AND CHARGE

Date: 18/11/2022

Signed: DWF (NI) LLP
DWF (NI) LLP

LAND REGISTRY

FOLIO(S): AR93699 and AR95891

COUNTY: ARMAGH

REGISTERED OWNERS: APEX CONSORTIUM NOMINEES NO. 1 LIMITED and APEX CONSORTIUM NOMINEES NO. 2 LIMITED

THIS DEED is dated 15 November 2022 and made between:

- (1) **APEX CONSORTIUM NOMINEES NO. 1 LIMITED** incorporated and registered in England and Wales with company number 04964867 whose registered office is at Bastion House 6th Floor, 140 London Wall, London, England, EC2Y 5DN and **APEX CONSORTIUM NOMINEES NO. 2 LIMITED** incorporated and registered in England and Wales with company number 04964901 whose registered office is at Bastion House 6th Floor, 140 London Wall, London, England, EC2Y 5DN, together on behalf of **THE SPIRES UNIT TRUST** (the **Chargor**);

in favour of

- (2) **JAP (MOYGASHEL) LLP** incorporated and registered in England and Wales with registration number NC000172 whose registered office is at London House, 41 Market Square, Dungannon, Tyrone, BT70 1JN (the **Lender**).

WHEREAS:

- A. The Chargor has already been granted or may in the future be granted facilities by the Lender or the Chargor may be or may in the future become indebted to the Lender whether as guarantor, surety or otherwise or by other means.
- B. It has been agreed between the Chargor and the Lender that all monies now owing or which shall in the future become owing to the Lender with interest, costs and charges shall be secured on the terms set out in this deed.

1. Definitions

The following definitions shall apply when used in this deed:

Secured Obligations means all the Chargor's liabilities to the Lender (present, future, actual or contingent and whether incurred alone or jointly with another) and includes (i) interest at the rate charged by the Lender, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Lender, and (ii) any expenses the Lender or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed.

Property means all that freehold property known as Spires Retail Park, Moy Road, Armagh, County Armagh as the same is registered at the Land Registry of Northern Ireland under folio numbers AR93699 and AR95891 County Armagh.

2. Covenant to Pay

The Chargor as primary obligor covenants with the Lender that it will on demand pay to the Lender the Secured Obligations when the same fall due for payment.

3. Charge

The Chargor, as a continuing security for the payment on demand of the Secured Obligations and as legal and beneficial owner or the person entitled to be registered as owner, as the case may be, hereby:

- a. demises unto the Lender all that and those its Property, title to which is not registered or registerable in the Land Registry pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 to hold the same as to so much thereof as is of freehold tenure unto the Lender for the term of 1000 years from the date hereof and to hold such of the same as is of leasehold tenure unto the Lender for the residue of the respective terms of years for which the Chargor from time to time holds the same less the last three days of each such term, subject to the proviso for redemption hereinafter contained provided that the Chargor shall stand possessed of the reversion immediately expectant on the term of years hereby granted in any freehold and leasehold land hereby mortgaged in trust for the Lender and shall assign, convey or dispose of the same as the Lender may direct (subject to the said proviso for redemption) and the Lender may at any time during the continuance of the security hereby created remove the Chargor 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 Chargor or such other person, persons or body corporate appoint a new trustee or trustees in the Chargor's, their or its place provided always that if the Chargor shall pay to the Lender the Secured Obligations in accordance with the covenants contained in this deed the Lender at the request and cost of the Chargor will duly discharge this deed;
- b. charges to the Lender all that and those its Property registered under the Land Registration Act (Northern Ireland) 1970 both present and future including, without prejudice to the generality of the foregoing, its registered land;
- c. charges and assigns to the Lender by way of fixed charge over any of the following property of the Chargor, whether owned now or in the future:
 - i. any other interest in the Property;
 - ii. all rents receivable from any lease granted of the Property;
 - iii. all the goodwill of the Chargor's business carried on at the Property;
 - iv. the proceeds of any insurance affecting the Property;
 - v. all fixtures and fittings not forming part of the Property;
 - vi. all plant and machinery at the Property, including any associated warranties and maintenance contracts;
 - vii. all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business; and
 - viii. its right, title and interest in any claim made by or on behalf of the Chargor under the Criminal Damage (Compensation) (Northern) Order 1977 (as amended) (or any statutory successor scheme for the compensation of criminal damage to property for the time being in force), and any proceeds in respect of same.

4. Restrictions

The Chargor will not, without the Lender's consent:

- a. permit or create any mortgage, charge or lien on the Property;
- b. dispose of the Property;
- c. grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting; or
- d. part with or share possession or occupation of the Property.

5. Land Registry

The Chargor and the Lender apply to the Land Registry to enter an inhibition that *"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 in favour of JAP (Moynashel) LLP whose address in the United Kingdom for*

service of notices is London House, 41 Market Square, Dungannon, Tyrone, BT70 1JN". The Lender may also register any priority arrangements at the Land Registry which will then be publicly available.

6. Property Undertakings

The Chargor will:

- a. permit the Lender at any time to inspect the Property;
- b. keep all Property of an insurable nature comprehensively insured (including if requested by the Lender, terrorism cover) to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Chargor's expense;
- c. hold on trust for the Lender all proceeds of any insurance of the Property. At the Lender's option, the Chargor will apply the proceeds in making good the relevant loss or damage, or to reduce the Secured Obligations;
- d. where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property;
- e. keep the Property in good condition;
- f. not, without the Lender's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations;
- g. if the Property is leasehold, comply with the terms of the lease and immediately inform the Lender if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease;
- h. if the Property or any part is destroyed or damaged by any circumstances giving rise to a claim for compensation:
 - i. to immediately make a claim under the Criminal Damage (Northern Ireland) Order 1977 (as amended);
 - ii. to serve a copy of the documentation evidencing the claim on the Bank;
 - iii. to take all steps required to obtain payment of the maximum compensation payable; and
 - iv. to hold any compensation on trust for the Bank and either with the consent of the Bank to apply all compensation in rebuilding and reinstating the Property (and any buildings and erections thereon) making good any deficiency out of the Chargor's own monies or the Bank may apply such compensation in rebuilding or reinstating the Property (and any buildings and erections thereon) or in discharge of the Secured Obligations and the Chargor shall pay any such deficiency out of the Chargor's own monies directly to the Bank.

7. Possession and Exercise of Powers

- a. The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Chargor will continue in possession until the Lender takes possession.
- b. If the Lender makes a demand, the Lender may then take possession or exercise any of its other powers (including appointing a receiver or receiver and manager) without further delay.
- c. Any purchaser or third party dealing with the Lender or a receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made.
- d. The Lender will not be liable to account to the Chargor for any money not actually received by the Lender.

8. Appointment of Receiver

The Lender may appoint or remove a receiver or receivers of the Property. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Chargor's agent and the Chargor (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

9. Powers of the Lender and Receivers

- a. The Lender or any receiver may free from any restrictions imposed by legislation:
 - i. carry on the Chargor's business that is conducted at the Property;
 - ii. enter, take possession of, and/or generally manage the Property;
 - iii. complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property;
 - iv. purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Lender or a receiver under this power;
 - v. sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately;
 - vi. complete any transactions by executing any deeds or documents in the name of the Chargor;
 - vii. take, continue or defend any proceedings and enter into any arrangement or compromise;
 - viii. insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;
 - ix. employ advisers, consultants, managers, agents, workmen and others;
 - x. purchase or acquire materials, tools, equipment, furnishing, goods or supplies; and
 - xi. do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers.

- b. A receiver may borrow and secure the repayment of any money, in priority to the Secured Obligations.
- c. Joint receivers may exercise their powers jointly or separately.
- d. A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- e. The Lender may exercise any of its powers even if a receiver has been appointed.
- f. The receiver may dispose of any of the Chargor's assets (not charged by this deed) that are at the Property. If the receiver sells any of the Chargor's assets using this power, it will pay the proceeds to the Lender, after the deduction of any fees or expenses incurred in the sale. The proceeds received by the Lender will be a debt owed by the Lender to the Chargor.
- g. The Lender may set off any amount due from the Chargor against any amount owed by the Lender to the Chargor. The Lender may exercise this right, without prior notice, both before and after demand.

10. Application of Payments

- a. The Lender may apply any payments received for the Chargor to reduce any of the Secured Obligations, as the Lender decides.
- b. If the Lender receives notice of any charge or other interest affecting the Property, the Lender may suspend the operation of the Chargor's account(s) and open a new account or accounts. Regardless of whether the Lender suspends the account(s), any payments received by the Lender for the Chargor after the date of that notice will be applied first to repay the Secured Obligations arising after that date.

11. Preservation of Other Security and Rights and Further Assurance

- a. This deed is in addition to any other security or guarantee for the Secured Obligations held by the Lender now or in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, and any contrary provisions in any legislation are disapplied in this deed, but it will not merge with or prejudice any other security or guarantee or any of the Lender's other rights.
- b. On request, the Chargor will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed.

12. Power of Attorney

To give effect to this deed and secure the exercise of any of their powers, the Chargor irrevocably appoints the Lender, and separately any receiver, to be the Chargor's attorney (with full power of substitution and delegation), in the Chargor's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

13. More than One Chargor

Where the Chargor is more than one person the Secured Obligations include their joint and several liabilities. References to the Chargor are to them together and separately.

14. Consents, Notices and Demands

- a. All consents, notices and demands must be in writing.
- b. The Lender may deliver a notice or demand to the Chargor at its registered office, or at the contact details last known to the Lender.
- c. A notice or demand signed by an official of the Lender will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of

sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A business day is a weekday other than a national holiday.

- d. A notice from the Chargor to the Lender will be effective on receipt.

15. The Spires Unit Trust

The Property is held by the Chargor on behalf of The Spires Unit Trust. The Chargor confirms that the Spires Unit Trust consents to the Chargor entering into this deed and that it has the power under The Spires Unit Trust to effect this deed.

16. Limitation of Liability

The liability of Apex Consortium Nominees No 1 Limited and Apex Consortium Nominees No 2 Limited, its shareholders and any nominees, under this deed shall not be personal and shall at all times be limited to the assets of the Spires Unit Trust.

17. Governing Law and Jurisdiction

- a. Northern Irish law governs this deed and the Northern Irish courts have exclusive jurisdiction.
- b. For the benefit of the Lender, the Chargor irrevocably submits to the jurisdiction of the Northern Irish courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Chargor and may be enforced against the Chargor in the courts of any other jurisdiction.

Executed and Delivered as a deed by
APEX CONSORTIUM NOMINEES NO. 2 LIMITED
on behalf of THE SPIRES UNIT TRUST


Authorised Signatory

in the presence of:

Witness' signature

Witness' name in full

Address

Occupation


THOMAS STEBBING

88 PROSPECT ROAD, ST. ALBANS, Herts, AL1 2BA

SOLICITOR + COMPANY DIRECTOR

and

Witness' signature

Witness' name in full

Address

Occupation


JENNIFER STEBBING

88 PROSPECT ROAD, ST ALBANS, AL1 2BA

CHIEF MARKETING OFFICER

Executed and Delivered as a deed by
APEX CONSORTIUM NOMINEES NO. 1 LIMITED
on behalf of THE SPIRES UNIT TRUST


Authorised Signatory

in the presence of:

Witness' signature

Witness' name in full

Address

Occupation


SALES STEBBING

89 PROSPECT ROAD, ST ALBANS, Herts, AL1 2BA

SOLICITOR & COMPANY DIRECTOR

and

Witness' signature

Witness' name in full

Address

Occupation


JENNIFER STEBBING

88 PROSPECT ROAD, ST ALBANS, AL1 2BA

CHIEF MARKETING OFFICER