



Registration of a Charge

Company Name: **FITZWILLIAM TRUSTEES NUMBER 2 LIMITED**

Company Number: **NI614808**



Received for filing in Electronic Format on the: **10/07/2023**

XC7HIQHQ

Details of Charge

Date of creation: **07/07/2023**

Charge code: **NI61 4808 0062**

Persons entitled: **RECOGNISE BANK LIMITED**

Brief description: **ALL THE FREEHOLD PROPERTY KNOWN AS PART OF, 173-175 KINGS ROAD, READING RG1 4EX AS THE SAME IS REGISTERED AT THE LAND REGISTRY WITH TITLE NO BK187809 AND THE FREEHOLD PROPERTY KNOWN AS PART OF, 173-175 KINGS ROAD, READING RG1 4EX AS THE SAME IS REGISTERED AT THE LAND REGISTRY WITH TITLE NO BK49512**

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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CLIFTON INGRAM LLP SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: NI614808

Charge code: NI61 4808 0062

The Registrar of Companies for Northern Ireland hereby certifies that a charge dated 7th July 2023 and created by FITZWILLIAM TRUSTEES NUMBER 2 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th July 2023 .

Given at Companies House, Belfast on 11th July 2023

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**

We hereby certify this to be
a true copy of the original

Clifton Ingram L.L.P. Solicitors
22/24 Broad Street,
Wokingham, Berks RG40 1BA

LEGAL MORTGAGE

This Legal Mortgage is made as a Deed on the 7th day of July 2023

BETWEEN:

- (1) **FITZWILLIAM TRUSTEES NUMBER 1 LIMITED** (registered number NI614809) whose registered office is at Rivers Edge, 11 Ravenhill Road, Belfast, Antrim, Northern Ireland BT6 8DN, **FITZWILLIAM TRUSTEES NUMBER 2 LIMITED** (registered NI614808) whose registered office is at Rivers Edge, 11 Ravenhill Road, Belfast, Antrim, Northern Ireland BT6 8DN as Trustees of The Place Property Unit Trust (the "**Chargor**"); and
- (2) **RECOGNISE BANK LIMITED** whose registered office is at Augustine House, 6a Austin Friars, London, United Kingdom, EC2N 2HA (registered number 10603119) (the "**Lender**").

This Deed witnesses as follows:

1 DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the facility letter between the Chargor and the Lender dated on or around the date of this Deed, as the same may from time to time be amended, modified, supplemented or restated (the "**Facility Letter**") shall, unless otherwise defined in this Deed or unless a contrary intention appears, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

Charged Assets means:

- (a) all Charged Property;
- (b) any buildings, fixtures (including trade fixtures), fittings, fixed plant or machinery from time to time on or forming part of the property referred to in paragraphs (a);
- (c) the Related Property Rights;
- (d) the Insurance Policies; and
- (e) the Rental Income and the benefit of any guarantee or security in respect of the Rental Income;

Charged Property means the freehold property known as Part Of, 173-175 Kings Road, Reading RG1 4EX as the same is registered at the Land Registry with Title No BK187809 and the freehold property known as Part Of, 173-175 Kings Road, Reading RG1 4EX as the same is registered at the Land Registry with Title No BK49512;

Costs means all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on costs;

Encumbrance means any mortgage, charge (whether fixed or floating), option, pledge, lien, hypothecation, assignment, trust arrangement, title retention (other than title retention arising in the ordinary course of trading as a result of a supplier's standard terms of business) or other right having the effect of constituting security and any agreement, whether conditional or otherwise, to create any of the foregoing;

EU Regulation means the Council of the European Union Regulation 1346/2000/EC on insolvency proceedings (the "EU Regulation");

Expenses means all fees and legal and other costs charges and expenses which the Lender or any Receiver may charge or incur in relation to the Chargor or this Deed or any Finance Document and the preparation, negotiation and creation of this Deed and/or in relation to the Charged Property and/or breach of any provision of, and the protection realisation or enforcement of, this Deed or any Finance Document, in each case on a full indemnity basis;

Financial Collateral shall have the meaning given to that expression in the Financial Collateral Regulations;

Financial Collateral Regulations means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226);

Full Title Guarantee has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994;

Insolvency Event means in relation to any person (whether an individual or a body corporate) (i) that person becomes insolvent or unable to pay its debts as they fall due or (ii) any steps are taken for or with a view to the making of an administration order or the appointment of an administrator or trustee in bankruptcy in respect of that person or any steps are taken for or with a view to the winding-up, dissolution, liquidation, reconstruction or reorganisation of that person or (iii) a bankruptcy petition is presented or (iv) that person enters into a voluntary arrangement or other dealing with any of its creditors with a view to avoiding, or in expectation of, insolvency or stopping or threatening to stop payments to creditors generally or (v) an encumbrancer takes possession or a trustee in bankruptcy (in the case of an individual) or a receiver or manager is appointed of the whole or any material part of that person's assets and includes any equivalent or analogous proceedings by whatever name known in whatever jurisdiction;

Insurance Policies means all present and future contracts or policies of insurance related to the Charged Property in which the Chargor has an interest or in which it may from time to time have an interest (whether solely, jointly, as loss payee or otherwise).

Interest means interest at the highest prevailing rate charged to the Chargor by the Lender from time to time under any Finance Document and if there is no such agreement, interest shall be computed and compounded according to the Lender's usual rates and practice and so that interest shall be computed and compounded as well after as before any demand made or decree or judgment obtained under this Deed;

LPA means the Law of Property Act 1925;

Receiver means a receiver and/or manager of any or all of the Charged Assets appointed under this Deed;

Related Property Rights means, in relation to the Charged Property:

- (a) the proceeds of sale and/or other realisation of that property, asset (or class of assets) or right (or any part thereof or interest therein);
- (b) all security, options, agreements, rights, easements, benefits, indemnities, guarantees, warranties or covenants for title in respect of such property, asset (or class of assets) or right; and
- (c) all rights under any lease, licence or agreement for lease, sale or use in respect of such property or asset;

Rental Income means all rent and all other amounts paid or payable to or for the account of the Chargor in connection with the letting, licence or grant of other rights of use or occupation of all or any part of the Charged Property;

Secured Liabilities means all or any monies and liabilities which are for the time being and from time to time (and whether on or at any time after demand) due, owing or payable, or expressed to be due, owing or payable, in whatsoever manner to the Lender by the Chargor, whether actually or contingently, solely or jointly and whether as principal or surety, together with Interest and Expenses and all other charges or commission which the Lender may charge or incur in respect of any of those matters;

Security means the security constituted by this Deed; and

Security Financial Collateral Arrangement shall have the meaning given to that expression in the Financial Collateral Regulations.

- 1.2 In this Deed, unless the context otherwise requires:
- 1.2.1 the expressions "Chargor" and "Lender" where the context admits include their respective successors in title and assigns;
 - 1.2.2 any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this Deed;
 - 1.2.3 a reference to "assets" includes present and future properties, undertakings, revenues, rights and benefits of every description;
 - 1.2.4 interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select;
 - 1.2.5 references to the freehold and leasehold property of the Chargor and the Charged Assets include any part of it or them;
 - 1.2.6 references to clauses, sub-clauses and schedules are references to the clauses and sub-clauses of, and schedules to, this Deed;
 - 1.2.7 any reference to this Legal Mortgage or to any other agreement or document shall be construed as references to this Legal Mortgage or, as the case may be, such other agreement or document, in each case as amended, supplemented, restated or novated from time to time.
- 1.3 For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of any Finance Document and of any side letters between any parties in relation to any Finance Document are incorporated in this Deed.
- 1.4 If the Lender considers that an amount is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
- 1.5 If and to the extent that any matter expressly permitted under the terms of any Finance Document constitutes a breach of this Deed, that Finance Document shall, or so long as amounts are outstanding, prevail and the Lender shall be deemed to have consented to that matter for the purposes of this Deed.

2 CHARGE

2.1 The Chargor will pay to the Lender the Secured Liabilities immediately on demand as and when the same are expressed to be due for payment in accordance with their respective terms.

2.2 The Chargor with Full Title Guarantee charges to the Lender as continuing security for the payment and discharge of the Secured Liabilities:

2.2.1 by way of first legal mortgage the Charged Property;

2.2.2 by way of fixed charge all buildings, fixtures, fittings and fixed plant and machinery from time to time attached to that freehold and leasehold Charged Property;

2.2.3 by way of fixed charge all Related Property Rights;

2.2.4 to the extent that they have not been effectively assigned under Clause 2.3 below, the Chargor charges by way of a first fixed charge:

(a) all of its Insurance Policies; and

(b) the Rental Income and the benefit of any guarantee or security in respect of the Rental Income.

2.3 The Chargor with Full Title Guarantee assigns absolutely to the Lender as Security for the payment and discharge of the Secured Liabilities:

2.3.1 all of its rights under the Insurance Policies; and

2.3.2 the Rental Income and the benefit of any guarantee or security in respect of the Rental Income.

3 RESTRICTIONS

3.1 The Chargor will not without the previous written consent of the Lender:

3.1.1 dispose of the Charged Assets or any part of them or agree to do so except in the case of disposals which are expressly permitted by the Facility Letter and for these purposes 'dispose' shall include any form of disposal including any transfer, declaration of trust, assignment, sale, novation or the creation of any other form of legal or equitable interest in or over any of the Charged Assets;

3.1.2 sell, give or share possession of, grant or agree to grant any interest, lease or tenancy of or accept or agree to accept a surrender or any variation or addition to the terms of any lease or tenancy or any part of the Charged Assets; or

3.1.3 create or attempt to create or permit to arise or subsist any Encumbrance upon any part of the Charged Assets; or

3.1.4 do, or permit to be done, any act or thing, which will or might depreciate, jeopardise or otherwise prejudice the security held by the Lender or materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed; or

- 3.1.5 create or attempt to create any Security after the date of this Deed (except in favour of the Lender) that shall be expressed to be ahead of this Deed.

4 COVENANTS

- 4.1 The Chargor shall on demand pay to the Lender all monies and discharge all obligations and liabilities now or hereafter due, owing or incurred by it to the Lender in any manner and in any currency or currencies in each case when the same become due for payment or discharge whether by acceleration or otherwise, and whether such monies, obligations or liabilities are express or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Lender or purchased (whether by assignment or otherwise) or acquired in any other way by it; denominated in sterling or any other currency; or incurred on any current or other banking account or in any other manner whatsoever.
- 4.2 The Chargor shall comply with all statutes, byelaws and regulations relating to its trade or business and the whole or any part of the Charged Assets.
- 4.3 The Chargor shall promptly provide to the Lender whatever information, documents or papers relating to the Charged Assets as the Lender may from time to time request.
- 4.4 The Chargor shall: (a) at all times keep in good and substantial repair and condition all the Charged Assets including, without limitation, all buildings, erections, structures and fixtures and fittings on and in the Charged Property; (b) keep all equipment on the Charged Property in good repair, working order and condition and fit for its purpose; and (c) where it is uneconomic to repair any part of the Charged Assets, replace such part by another similar asset of equal or greater quality and value.
- 4.5 The Chargor shall promptly upon becoming aware of the same give the Lender notice in writing of any breach of: (a) any representation or warranty set out in Clause 5; and (b) any covenant set out in this Clause 4.
- 4.6 The Chargor shall permit the Lender and any Receiver and any person appointed by either of them to enter upon any premises of the Chargor and inspect the Charged Property during normal business hours upon reasonable prior notice.
- 4.7 Neither the covenant to pay in Clause 4.1 nor the security created by this Deed shall extend to or include any liability or sum which would, but for this Clause 4.7 cause such covenant, obligation or security to be unlawful under any applicable law.

5 REPRESENTATIONS AND WARRANTIES

- 5.1 The Chargor represents and warrants to the Lender on each day during the continuance of the Security that:
- 5.1.1 it is duly incorporated with limited liability, validly existing under the laws of its jurisdiction of incorporation and has the power to own its assets and carry on its business as it is being conducted;
- 5.1.2 it has the power and authority to execute, deliver and perform its obligations under this Legal Mortgage and the transactions contemplated by them;
- 5.1.3 the execution, delivery and performance of the obligations in, and transactions contemplated by, this Legal Mortgage do not and will not contravene any of the Chargor's constitutional documents, any agreement or instrument binding on the Chargor or its assets, or any applicable law or regulation;
- 5.1.4 it has taken all necessary action and obtained all required or desirable consents to enable it to execute, deliver and perform its obligations under this Legal Mortgage and to make this Legal Mortgage admissible in evidence in its

jurisdiction of incorporation. Any such authorisations are in full force and effect;

- 5.1.5 its obligations under this Legal Mortgage are legal, valid, binding and enforceable and subject to the general principles of law limiting its obligations, is enforceable in accordance with its terms;
- 5.1.6 it is the legal and beneficial owner of the Charged Assets free from any Encumbrance other than the Encumbrances created by this Deed;
- 5.1.7 it has not received or acknowledged notice of any adverse claim by any person in respect of any Charged Asset or any interest in it;
- 5.1.8 there are no Encumbrances or other matters whatsoever, which adversely affect the Charged Assets;
- 5.1.9 there is no breach of any law or regulation, which adversely affects the Charged Assets;
- 5.1.10 no facility necessary for the enjoyment and use of the Charged Property is subject to terms entitling any person to terminate or curtail its use or which conflict with or restrict the use of the Charged Property;
- 5.1.11 nothing has arisen or has been created or is subsisting, which would be an overriding interest in any Charged Property;
- 5.1.12 it has not received any notice of any adverse claim by any person in respect of the ownership of the Charged Property or any interest in it which might reasonably be expected to be determined in favour of that person, nor has any acknowledgement been given to any such person in respect of the Charged Property; and
- 5.1.13 for the purposes of the EU Regulation, its centre of main interests (as that expression is used in Article 3(1) of the EU Regulation), is situated in England and Wales and it has no other "establishment" (as that term is used in Article 2(h) of the EU Regulation) in any other jurisdiction.

6 INSURANCE

- 6.1 The Chargor will maintain insurance on and in relation to the Charged Assets in accordance with any applicable Finance Document.
- 6.2 The Chargor will hold in trust for the Lender all money received under any insurance of the Charged Assets and at the Lender's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Secured Liabilities.

7 RENTAL INCOME

- 7.1 The Chargor shall collect in and realise the Rental Income in the ordinary and usual course of its business and shall promptly and diligently enforce all terms of any lease, licence or other occupational rights or interests pursuant to which it receives, or is entitled to receive, any Rental Income.
- 7.2 The Chargor shall not, without the Lender's prior written consent, change, amend, vary, supplement or terminate any term of any lease, licence or other occupational right or interest in connection with which any Rental Income is paid or payable.
- 7.3 Once this Security has become enforceable, the Chargor shall immediately on receipt pay all Rental Income into such account as the Lender may direct from time to time for

application towards the Secured Liabilities. The Chargor shall, pending that payment in to that account, hold all such Rental Income on trust for the Lender.

7.4 The Chargor agrees with the Lender that any monies received by the Lender under Clause 7.3 shall not constitute the Lender as mortgagee in possession of the Charged Property.

7.5 The Chargor shall, promptly (and in any event within 3 Business Days) on request by the Lender, give notice in the form set out at Schedule 1 to the relevant tenant, guarantor, surety or other party of the assignment under Clause **Error! Reference source not found.** of the Chargor's rights and interest to the Rental Income and each guarantee or security in respect of the Rental Income and the Chargor shall procure that each addressee of such notice promptly provides an acknowledgement of that notice to the Lender.

8 DEEDS AND SECURITIES

The Chargor will from the date of this Deed, deposit with the Lender all original insurance policies, deeds and documents of title relating to the Charged Assets.

9 POWERS OF THE LENDER

9.1 The Lender may without restriction grant or accept surrenders of leases of the Chargor's freehold and leasehold property or any part of it.

9.2 Sections 103 and 109 of the LPA shall not apply to this Deed nor to any sale by the Lender or a Receiver under that Act and the Secured Liabilities shall be deemed to have become due, and the statutory power of sale and the power to appoint a Receiver under Section 101 of the LPA (as varied and extended under this Deed) as between the Lender or such Receiver and a purchaser from the Lender or such Receiver arise and shall be exercisable at any time after the execution of this Deed.

9.3 The Lender may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Charged Assets and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts defaults and remuneration.

9.4 All or any of the powers conferred on a Receiver by Clause 12 may be exercised by the Lender without first appointing a Receiver or notwithstanding any appointment.

9.5 The Lender will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Lender.

9.6 Section 93(1) of the LPA shall not apply to this Deed or to any sale made under it. The Lender shall have the right to consolidate all or any of the security created by or pursuant to this Deed with any other security in existence at any time. Such power may be exercised by the Lender at any time on or after the occurrence of an Event of Default. The Chargor hereby consents to the Lender making an application to the Chief Land Registrar on Form CC for registration against the registered titles (if any) specified in the Charged Property (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Charged Property from time to time including a registered title) of the right to consolidate.

9.7 The Lender shall be entitled (but shall not be bound) to remedy a breach at any time by the Chargor of any of its obligations contained in this Deed and the Chargor irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.

- 9.8 The rights of the Lender under this Clause 9 are without prejudice to any other rights of the Lender under this Deed and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.
- 9.9 At any time after the security constituted by this Deed shall have become enforceable, the Lender or any Receiver:
- 9.9.1 may dispose of any chattels or produce found on any Charged Property as agent for the Chargor; and
 - 9.9.2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Chargor against any liability arising from such disposal.
- 9.10 At any time after the security constituted by this Deed shall have become enforceable or after any powers conferred by any Encumbrance having priority to this Deed shall have become exercisable, the Lender may:
- 9.10.1 redeem such or any other prior Encumbrance or procure its transfer to itself; and
 - 9.10.2 settle any account of the holder of any prior Encumbrance.
- Any accounts so settled and passed shall be, in the absence of any manifest error, conclusive and binding on the Chargor and all monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Chargor to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.
- 9.11 The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons not being a party to this Deed (whether or not such person or persons are jointly liable with the Chargor) in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Deed or to the liability of the Chargor for the Secured Liabilities.

10 ACCOUNTS

- 10.1 If the Lender receives notice of any subsequent Encumbrance or other interest affecting all or part of the Charged Assets, the Lender may open a new account or accounts for the Chargor and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of the Chargor in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities.
- 10.2 If the Lender does not open a new account or accounts immediately on receipt of notice under Clause 10.1, unless the Lender gives express written notice to the contrary to the Chargor, as from the time of receipt of the relevant notice by the Lender all payments made by the Chargor to the Lender shall be treated as having been credited to a new account of the Chargor and not as having been applied in reduction of the Secured Liabilities.
- 10.3 If the Lender has more than one account for the Chargor in its books, the Lender may at any time after:
- 10.3.1 the security constituted by this Deed has become enforceable; or
 - 10.3.2 the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Assets,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but the Lender shall notify the Chargor of the transfer once made.

11 ENFORCEMENT

11.1 This Security shall be enforceable immediately, and the Secured Liabilities shall become immediately due and payable to the extent not already due or demanded in accordance with their terms if:-

11.1.1 an Insolvency Event occurs in respect of the Chargor;

11.1.2 the Chargor breaches a provision of any Finance Document; or

11.1.3 any of the Secured Liabilities become due and payable and payment of them is demanded by the Lender.

11.2 No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:

11.2.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or

11.2.2 to see to the application of any money paid to the Lender or any Receiver.

11.3 Neither the Lender nor any Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with, all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

12 RECEIVERS

12.1 Any Receiver appointed by the Lender shall be a Receiver and manager and shall (in addition to all powers conferred on him by law or by this Deed) have the following powers:

12.1.1 to take possession of and generally manage the Charged Assets and any business of the Chargor;

12.1.2 to carry out on the Charged Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment;

12.1.3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;

12.1.4 to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with or dispose of the Charged Assets without restriction including (without limitation) power to dispose of any fixtures separately from the land;

12.1.5 to make any arrangement, settlement or compromise between the Chargor and any other person which he may think expedient;

12.1.6 to appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine;

- 12.1.7 to effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, any other insurance; and
- 12.1.8 to do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Deed or which he lawfully may or can do as agent for the Chargor.
- 12.2 Any Receiver appointed by the Lender under this Deed shall be the agent of the Chargor and the Chargor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him.
- 12.3 The powers granted to a Receiver pursuant to this Deed may be restricted by the instrument (signed by the Lender) appointing him but they shall not be restricted by any winding-up or dissolution of the Chargor.
- 12.4 All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this Deed shall be applied:
 - 12.4.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it);
 - 12.4.2 second in paying the remuneration of any Receiver (as agreed between him and the Lender);
 - 12.4.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and
 - 12.4.4 finally in paying any surplus to the Chargor or any other person entitled to it.
- 12.5 Neither the Lender nor any Receiver shall be bound to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.
- 12.6 All monies received by the Lender or a Receiver under this Deed may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account without any obligation on the part of the Lender to apply the same in or towards discharge of the secured liabilities and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Chargor and may be held in such account for so long as the Lender or Receiver thinks fit.
- 12.7 No person or persons dealing with the Lender or any Receiver shall be concerned to enquire whether any event has happened upon which any of the powers in this Deed are or may be exercisable or otherwise as to the propriety or regularity of any exercise of such powers or of any act purporting or intended to be an exercise of such powers or whether any amount remains secured by this Deed. All the protections to purchasers and persons dealing with receivers contained in sections 104, 107 and 109(4) of the LPA shall apply to any person purchasing from or dealing with the Lender or any such Receiver.
- 12.8 The receipt of the Lender or any Receiver shall be a conclusive discharge to any purchaser of the Charged Assets.
- 13 FURTHER ASSURANCE AND POWER OF ATTORNEY**
- 13.1 The Chargor shall from time to time execute and do all such assurances and things as the Lender may require for perfecting this Security and, after the monies secured by this Deed shall have become payable, for facilitating the realisation of all or any part of the Charged Property and for exercising all powers, authorities and discretions conferred by this Deed or by law on the Lender or any Receiver appointed by it

13.2 The Chargor, by way of security for the payment of the Secured Liabilities and the performance by the Chargor of its obligations under this Deed, irrevocably appoints the Lender (whether or not a Receiver has been appointed) and also (as a separate appointment) the Receiver severally as the Attorney or Attorneys of the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed:

13.2.1 to execute and deliver any documents or instruments which the Lender or such Receiver may require for perfecting the title of the Lender to the Charged Assets or for vesting the same in the Lender, its nominee or any purchaser;

13.2.2 to sign, execute, seal and deliver and otherwise perfect any further security document which the Chargor is required to enter into pursuant to this Deed; and

13.2.3 otherwise generally to sign, seal, execute and deliver all deeds, assurances, agreements and documents and to do all acts and things which may be required for the full exercise of all or any of the powers conferred on the Lender or any Receiver under this Deed or which the Chargor is required to do pursuant to this Deed or which may be deemed expedient by the Lender or a Receiver in connection with any preservation, disposition, realisation or getting in by the Lender or such Receiver of the Charged Assets or in connection with any other exercise of any other power under this Deed.

14 DELEGATION

14.1 The Lender and any Receiver shall have full power to delegate the powers, authorities and discretions conferred on it or him by this Deed (including the power of attorney) on such terms and conditions as it or he shall see fit which shall not preclude exercise of those powers, authorities or discretions by it or him or any revocation of the delegation or any subsequent delegation.

15 RATIFICATION

15.1 The Chargor ratifies and confirms and agrees to ratify and confirm anything which any of its Attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in this Deed.

16 LIABILITY OF CHARGOR

16.1 The liability of the Chargor under this Deed in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:

16.1.1 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or

16.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or

16.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Chargor.

16.2 The Chargor waives any right it may have of requiring the Lender to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this Deed against the Chargor.

- 16.3 The Chargor waives any present or future right of set-off it may have in respect of the Secured Liabilities (including any sums payable to it under this Deed).

17 RIGHT OF APPROPRIATION

- 17.1 To the extent that the Charged Assets constitute Financial Collateral and this Deed and the obligations of the Chargor hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted this Deed has become enforceable, to appropriate all or any of that Charged Assets in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine. The value of any Charged Asset appropriated in accordance with this Clause 17.1 shall be the price of that Charged Asset at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Chargor agrees that the methods of valuation provided for in this Clause are commercially reasonable for the purposes of the Financial Collateral Regulations;

- 17.2 The Lender shall notify the Chargor as soon as reasonably practicable of the exercise of its right of appropriation provided by Clause 17.1 as regards such of the Charged Assets as are specified in such notice.

18 PRESERVATION OF OTHER SECURITY AND RIGHTS

- 18.1 This Deed is in addition to any other security present or future held by the Lender for the Secured Liabilities and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender.
- 18.2 The Security shall be a continuing security for the Secured Liabilities and shall not be satisfied, discharged or affected by any intermediate payment or settlement of account (whether or not any Secured Liabilities remain outstanding thereafter) or any other matter or thing whatsoever.
- 18.3 The Chargor will at its own cost at the Lender's request execute any deed or document and take any action required by the Lender to perfect this security or further to secure on the Charged Assets the Secured Liabilities.
- 18.4 This Deed shall not in any way be affected or prejudiced by the Lender at any time dealing with, exchanging, releasing, varying or abstaining from perfecting or enforcing any security or guarantee or any rights which a Lender may at any time have or giving time for payment or granting any indulgence or compounding with any person whatsoever.
- 18.5 The Lender shall not be obliged to enforce any other Encumbrance it may hold for the Secured Liabilities before enforcing any of its rights under this Deed.
- 18.6 The Lender may redeem or take a transfer of any prior Encumbrance over the Charged Assets and may agree the accounts of prior incumbrancers. An agreed account shall be conclusive and binding on the Chargor. Any amount paid in connection with such redemption or transfer (including expenses) shall be paid on demand by the Chargor to the Lender and until such payment shall form part of the Secured Liabilities.
- 18.7 The Lender applies to the Chief Land Registrar for the registration against the registered titles (if any) specified in the Charged Property (and any unregistered properties subject to compulsory first registration at the date of this Deed and any other Charged Property from time to time including a registered title) of a note of its obligation to make further advances.

19 COSTS AND INDEMNITY

19.1 The Chargor shall pay to or reimburse the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in relation to:

19.1.1 this Deed or the Charged Assets; or

19.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this Deed; or

19.1.3 suing for, or recovering, any of the Secured Liabilities;

(including, without limitation, the Costs of any proceedings in relation to this Deed or the Secured Liabilities) together with Interest.

19.2 The Lender and any Receiver and their respective employees and agents shall be indemnified on a full indemnity basis out of the Charged Assets in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

19.2.1 the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Deed; or

19.2.2 any matter or thing done or omitted to be done in relation to the Charged Assets under those powers; or

19.2.3 any default or delay by the Chargor in performing any of its obligations under this Deed.

20 ASSIGNMENT AND TRANSFER

20.1 The Lender may at any time, without the consent of the Chargor, assign or transfer the whole or any part of the Lender's rights and/or obligations under this Deed to any person.

20.2 The Chargor may not assign any of its rights or transfer any of its obligations under this Deed or enter into any transaction, which would result in any of those rights or obligations passing to another person.

21 MISCELLANEOUS

21.1 This Deed is binding on the successors and assigns of the Chargor.

21.2 This Deed is and will remain the property of the Lender.

21.3 The rights and powers of the Lender conferred by this Deed are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.

21.4 Any waiver or variation of any right by the Lender (whether arising under this Deed or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision.

21.5 No act or course of conduct or negotiation by or on behalf of the Lender shall in any way preclude the Lender from exercising any right or power under this Deed or constitute a suspension or variation of any such right or power.

21.6 No delay or failure to exercise any right or power under this Deed shall operate as a waiver.

- 21.7 No single or partial exercise of any right under this Deed shall prevent any other or further exercise of that or any other such right.
- 21.8 The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.
- 21.9 This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.
- 21.10 A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.
- 21.11 If the rule against perpetuities applies to any trust created by this Deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).
- 21.12 This Deed secures further advances and the Lender is under an obligation to make further advances to the extent set out in the Facility Letter.

22 REGISTERED LAND

- 22.1 The Chargor shall without prejudice to Clause 4.3, immediately notify the Lender of any contract, conveyance, transfer or other disposition for the acquisition by the Chargor of the legal or beneficial interest in any Charged Property;
- 22.2 The Chargor applies to the Chief Land Registrar for the entry of the following restriction against the Chargor's title to the Charged Property at the Land Registry and shall provide the Lender with all necessary assistance and/or documentation to permit entry of the restriction:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2023 in favour of **Recognise Bank Limited** referred to in the charges register, or their conveyancer."

23 NOTICES

- 23.1 Any notice or demand by the Lender may be served personally on any director or the secretary of the Chargor or may be sent by post to the Chargor at the Chargor's address last known to the Lender, or by electronic mail to the electronic email address, identified with its name below.
- 23.2 In the case of a letter, proof of posting or despatch of any notice or demand by the Lender shall be deemed to be served on the day after posting.
- 23.3 Any such notice or demand made by electronic communication by the Lender will be effective at the time of sending and in the case of any electronic communication made by the Chargor to the Lender only if it is addressed in such a manner as the Lender shall specify for this purpose.
- 23.4 Any electronic communication which becomes effective, in accordance with paragraph 22.3 above, after 5.00pm in the place in which the Lender or the Chargor to whom the relevant communication is sent or made available shall be deemed only to become effective on the following day.

24 GOVERNING LAW

- 24.1 This Deed shall be governed by, and construed in accordance with, English law.
- 24.2 Each party hereby irrevocably submits to the exclusive jurisdiction of the courts of England in respect of any claim or matter arising out of or in connection with this Deed.

25 LIMIT OF LIABILITY

Any terms, conditions, undertakings, covenants or warranties made by Fitzwilliam Trustees number 1 Limited and Fitzwilliam Trustees number 2 Limited within this Legal Mortgage are made by Fitzwilliam Trustees Number 1 Limited and Fitzwilliam Trustees Number 2 Limited only and so far as it is within its office as trustee of the Place Property Unit Trust but not so far as to incur any personal liability and any covenant to pay or discharge any monies or liabilities due or to perform any obligation shall only extend to an obligation to pay out of the free funds and unencumbered assets of the said trust (and the income therefrom) under the control of Fitzwilliam Trustees number 1 Limited and Fitzwilliam Trustees number 2 Limited and provided always it is hereby agreed that Fitzwilliam Trustees number 1 Limited and Fitzwilliam Trustees number 2 Limited shall not be personally liable in damages for or in any aspect of any breach or non-observance of the terms, conditions, undertakings, covenants or warranties by Fitzwilliam Trustees number 1 Limited and Fitzwilliam Trustees number 2 Limited herein contained (and shall only be liable so far as it is within its office as trustee of the Place Property Unit Trust but not so far as to incur any personal liability and any covenant to pay or discharge any monies or liabilities due or to perform any obligation shall only extend to an obligation to pay out of the free funds and unencumbered assets of the said trust and the income therefrom under the control of Fitzwilliam Trustees number 1 Limited and Fitzwilliam Trustees number 2 Limited) and no term, condition, undertaking, covenant or warranty shall be implied in this Legal Mortgage so as to render Fitzwilliam Trustees number 1 Limited and Fitzwilliam Trustees number 2 Limited personally liable for any such term, condition, undertaking, covenant or warranty as aforesaid and it is hereby agreed that Fitzwilliam Trustees number 1 Limited and Fitzwilliam Trustees number 2 Limited shall not be liable in respect of any breach or non-observance of any such term, condition, undertaking, covenant or warranty herein which occurs after Fitzwilliam Trustees number 1 Limited and Fitzwilliam Trustees number 2 Limited shall have ceased to be trustee of the Place Property Unit Trust."

IN WITNESS WHEREOF this Deed has been duly executed the day and year first before

Schedule 1

Form of notice

To: [Occupational tenant]

[ADDRESS]

Copy: Recognise Bank Limited (as Lender (as defined below))

Augustine House, 6a Austin Friars, London, EC2N 2HA

[•] [YEAR]

Dear [Occupational tenant],

Re: [Property address]

Legal Mortgage dated [•] between [NAME OF CHARGOR] and Recognise Bank Limited (the "Legal Mortgage")

We refer to the [lease]/[licence] dated [•] and made between [•] and [•] (the "Lease").

This letter constitutes notice to you that under the Legal Mortgage we have assigned absolutely to Recognise Bank Limited (the "Lender") all our rights in respect of all rent and all other amounts payable under or in connection with the Lease (the "Rental Income").

We confirm that:

- (a) we will remain liable under the Lease to perform all the obligations assumed by us under the Lease; and
- (b) none of the Lender, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Lease.

Upon you receiving notice from the Lender stating that the security under the Legal Mortgage has become enforceable, we hereby instruct and authorise you to pay all Rental Income to the Lender to such account as the Lender shall specify.

The instructions in this letter apply until you receive notice from the Lender to the contrary and notwithstanding any previous instructions given by us.

The instructions in this letter may not be revoked or amended without the prior written consent of the Lender.

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Please confirm your agreement to the above by signing the attached acknowledgement and returning it to the Lender at Augustine House, 6a Austin Friars, London, EC2N 2HA with a copy to us.

Yours faithfully,

.....

(Authorised Signatory)

[NAME OF CHARGOR(S)]

Schedule 2

Acknowledgement of Occupational Tenant

To: Recognise Bank Limited (as Lender)
Augustine House, 6a Austin Friars, London, EC2N 2HA
Attention: [•]

[•] [YEAR]

Dear Recognise Bank Limited

Re: [Property address]

Legal Mortgage dated [•] between [NAME OF CHARGOR] and Recognise Bank Limited (the "Legal Mortgage")

We confirm receipt from [NAME OF CHARGOR] (the "Chargor[s]") of a notice dated [•] (the "Notice") in relation to the Lease and the Rental Income (each as defined in the Notice).

We confirm that we:

- (a) accept the instructions contained in the Notice and agree to comply with the Notice (including, without limitation, in relation to the requirement to pay all Rental Income to the Lender upon receipt of notice that the security under the Legal Mortgage has become enforceable); and
- (b) have not received any notice of any prior security over the Lease or the Rental Income or that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor[s] under or in respect of the Lease and/or the Rental Income;

This letter and any non-contractual obligations arising out of or in connection with it are governed by English law.

Yours faithfully,

.....
For

[Occupational tenant]

EXECUTION

The Chargor

Company

Executed as a deed by FITZWILLIAM
TRUSTEES NUMBER 1 LIMITED acting by two
directors in the presence of:


SIGNATURE OF FIRST DIRECTOR
Director


SIGNATURE OF SECOND DIRECTOR
Director

Address:

Email:

Attention:


SIGNATURE OF WITNESS


Name of Witness
IN BLOCK CAPITALS


.....

Address of Witness


.....


.....


.....

Occupation of Witness


.....

Executed as a deed by FITZWILLIAM
TRUSTEES NUMBER 2 LIMITED acting by two
directors in the presence of:

L. Green
SIGNATURE OF FIRST DIRECTOR
Director

[Signature]
SIGNATURE OF SECOND DIRECTOR
Director

Address:

Email:

Attention:

Niall Brady
SIGNATURE OF WITNESS

Name of Witness
IN BLOCK CAPITALS

NIALL BRADY

Address of Witness

RIVER EDGE

11 RAVENHILL ROAD

BEAR BTO DON

Occupation of Witness

SENIOR CLIENT RELATIONSHIP MANAGER

The Lender

Signed for and on behalf of **RECOGNISE
BANK LIMITED** acting by its duly
authorised signatory

.....
AUTHORISED SIGNATORY

Address:

Email:

Attention:

.....
SIGNATURE OF WITNESS

Name of Witness
IN BLOCK CAPITALS

.....

Address of Witness

.....

.....

.....

Occupation of Witness

.....

