

602112/26.

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

**MR01**

## Particulars of a charge

Oyez

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

**You can use the WebFiling**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is  
an instrument. Use form MR08

SATURDAY



A20 09/08/2014 #154  
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

☐ You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

**1****Company details**

Company number 1 2 3 8 9 2 3  
Company name in full GRESHAM PENSION TRUSTEES LIMITED

For official use  
77

**Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2****Charge creation date**

Charge creation date 0 8 0 8 2 0 1 4

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

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

Name AIB GROUP (UK) PLC

Name

Name


Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

MR01

Particulars of a charge

<b>4</b>	<b>Brief description</b> Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument  Brief description	THE LEASEHOLD PROPERTY KNOWN AS 1,2 AND 3, BLOCK C, 5 SCLATER STREET, LONDON, E1 6JY ("THE MORTGAGED PROPERTY")	Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
<b>5</b>	<b>Other charge or fixed security</b> Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>6</b>	<b>Floating charge</b> Is the instrument expressed to contain a floating charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes Continue <input type="checkbox"/> No Go to Section 7 Is the floating charge expressed to cover all the property and undertaking of the company? <input type="checkbox"/> Yes		
<b>7</b>	<b>Negative Pledge</b> Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		
<b>8</b>	<b>Trustee statement (1)</b> You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge <input type="checkbox"/>		(1) This statement may be filed after the registration of the charge (use form MR06)
<b>9</b>	<b>Signature</b> Please sign the form here  Signature X  X  This form must be signed by a person with an interest in the charge		

**MR01****Particulars of a charge****Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name

GRACE LI

Company name

OGR STOCK DENTON

Address

349 REGENTS PARK ROAD

Post town  
LONDON

County/Region

Postcode

N

3

1

D

H

Country

ENGLAND

DX

DX 57254 FINCHLEY 2

Telephone

0208 349 0321

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

We may return forms completed incorrectly or with information missing

Please make sure you have remembered the following

- ☐ The company name and number match the information held on the public Register
- ☐ You have included a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy

**Important information**

Please note that all information on this form will appear on the public record.

**How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

**Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**

The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**

The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**

The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

**Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

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

Company number: 1238923

Charge code: 0123 8923 0077

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th August 2014 and created by GRESHAM PENSION TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th August 2014.

*DK*

Given at Companies House, Cardiff on 18th August 2014



**Companies House**



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

Dated

8<sup>th</sup> August 2014

The Mortgagor

and

AIB Group (UK) p l c.

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## Legal Mortgage

(Third Party)

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

OGR Stock Denton

Date 8/8/14

OGR Stock Denton LLP

**This is an important legal document.**

**If you sign it you may become liable instead of or as well as the Debtor for the Debtor's liabilities to the Bank.**

**Your liability under this document will be limited to the amount of money which can be obtained from a sale of the property which is being charged.**

**We recommend that before signing it you should obtain independent legal advice.**

THIS LEGAL MORTGAGE is made the  
BETWEEN

8<sup>th</sup> day of August 2014

- 1 **P E O'MALLEY** of 22 Chiltern Court, 61 Pages Hill, Muswell Hill, London N10 1EN and **GRESHAM PENSION TRUSTEES LIMITED** whose registered office is at The St Botolph Building, 138 Houndsditch, London EC3A 7AW (registered in England under company number 1238923) as Trustees of **THE PREMIER SELF INVESTED PERSONAL PENSION - P O'MALLEY** and **TOWER PENSION TRUSTEES LIMITED** whose registered office is at Colston Tower, Colston Street, Bristol, Avon BS1 4UX (registered in England under company number 02178783) as trustees for **THE ST JAMES'S PLACE SIPP R HUTCHINSON** and **RICHARD SYDNEY HUTCHINSON** of the Avante Garde Partnership, Boulevard House, 92 Fortis Green, London N2 9EY ("the Mortgagor") and
- 2 **AIB Group (UK) p.l.c.** whose registered office is at 4 Queens Square, Belfast BT1 3DJ ("the Bank")

WITNESSES as follows

*Re* 1. **DEFINITIONS AND INTERPRETATION**

- Sw* (1) In this Legal Mortgage except to the extent that the context requires otherwise

*Re* "Agreed Rate of Interest" means the most recent rate of interest from time to time agreed between the Bank and the Mortgagor,

"Charged Property" means the Mortgaged Property and Goodwill,

"Companies Act" means the Companies Act 1985 as supplemented and amended by the Companies Act 1989,

"Debtor" means *Each of the Mortgagor and Simon Marett & Peter Eugene O'Malley*

"Goodwill" means the goodwill and connection of any business or businesses now or at any time during the continuance of this security carried on by or for the account of the Mortgagor upon all or any part of the Mortgaged Property,

"Mortgaged Property" means the property charged to the Bank pursuant to Clause 3(1),

"Planning Acts" means the planning acts as defined by Section 336 of Town and Country Planning Act 1990,

"Receiver" means a receiver appointed by the Bank pursuant to this Legal Mortgage,

"Specified Rate of Interest" means a rate calculated on a daily basis five per cent (5%) per annum above the Bank's Base Rate from time to time;

"Secured Obligations" means the moneys due, owing or incurred or other liabilities of the Debtor referred to in Clause 2 and all other liabilities, the payment and discharge of which are the subject of covenants, undertakings and agreements contained in this Legal Mortgage, and

"1925 Act" means the Law of Property Act 1925

- (2) In this Legal Mortgage (unless otherwise provided)

- (a) references to Clauses and the Schedule are to be construed as references to Clauses of, and the Schedule to, this Legal Mortgage;

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Word Version 19/06/2013

- (b) references to this Legal Mortgage (or to any specified provision of this Legal Mortgage) or any other document shall be construed as references to this Legal Mortgage, that provision or that document as amended, varied, novated or supplemented from time to time,
- (c) headings are for ease of reference only,
- (d) words importing the singular shall include the plural and vice versa,
- (e) references to a person shall be construed so as to include that person's assigns, transferees or successors in title and shall be construed as including references to an individual, firm, partnership, joint venture, company, corporation, unincorporated body of persons or any state or any agency thereof, and
- (f) 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

## **2. SECURED OBLIGATIONS**

### **(1) The Secured Obligations are**

- (a) all sums of money which have been or are now or may hereafter at any time or from time to time be advanced to the Debtor by the Bank,
- (b) all other indebtedness and/or liabilities whatsoever of the Debtor to the Bank present, future, actual and/or contingent and whether on any banking or other account or otherwise in any manner whatsoever including such indebtedness and/or liabilities due under the terms of this Legal Mortgage (whether alone or jointly or severally with any person and in whatever style, name or form and whether as principal or surety),
- (c) all costs and expenses incurred by the Bank and/or any Receiver (including any Receiver's remuneration) in relation to this Legal Mortgage and/or any such advances, indebtedness and/or liabilities on a full indemnity basis,
- (d) the amount of any acceptance or other credits and any cheques, notes or bills from time to time given or assumed by the Bank in connection with the Debtor and all commission, discount and banking charges attributable to the Debtor, and
- (e) interest and charges upon or relating to all such advances, indebtedness, liabilities, unpaid interest, costs and expenses, acceptance credits, cheques, notes, bills, commission, discount and banking charges until demand at the Agreed Rate of Interest or in default of any Agreed Rate of Interest at the Specified Rate of Interest and from and after demand until full discharge (as well after as before judgment) at the Specified Rate of Interest and such interest shall be compounded monthly in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest

- (2) A certificate signed by an officer of the Bank as to the money and liabilities for the time being due or incurred to the Bank from or by the Debtor and/or the Mortgagor for all purposes (in the absence of manifest error) shall be conclusive evidence against and binding on the Mortgagor

## **3. CHARGES**

- (1) The Mortgagor (and to the intent that the security created by this Legal Mortgage shall rank as a continuing security in favour of the Bank) hereby charges with full title guarantee to the Bank as security for payment and discharge of the Secured Obligations,

- (a) by way of legal mortgage all and singular the property or properties described or referred to in the Schedule ,
- (b) by way of specific charge the Goodwill, and
- (c) by way of fixed charge any share held by the Mortgagor in any tenants', residents' or occupiers' management company affecting the Mortgaged Property or any estate or building of which the property forms part,
- (d) if the Mortgagor is a company, by way of floating security all moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Mortgagor now and from time to time placed on or used in or about the Mortgaged Property (which expression shall where the context so admits include all such items) such floating charge to crystallise (if it has not already done so) upon the earlier of
  - (i) a demand being made for payment under in respect of any of the Secured Obligations (without any necessity for such demand to refer specifically to such crystallisation), or
  - (ii) the date of service of any notice given by the Bank to the Mortgagor pursuant to Clause 3(2)
- (2) The Bank may by written notice convert the floating security into a specific charge as regards any assets specified in the notice which the Bank shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened to be levied and may appoint a Receiver thereof
- (3) If the Mortgagor is not a company, the Bank or any Receiver (as the case may be) is hereby irrevocably authorised as agent for the Mortgagor at any time after demand has been made in respect of any of the Secured Obligations to use, remove, store, sell or otherwise deal with any moveable plant, machinery, implements, utensils, furniture, equipment, stock in trade, work in progress and other chattels of the Mortgagor situated at the Mortgaged Property (but without thereby becoming mortgagee in possession of the Mortgaged Property) and neither the Bank nor any Receiver shall be liable for any loss or damage occasioned to the Mortgagor. The Mortgagor shall indemnify the Bank and/or any such Receiver against all expenses incurred in relation to such items. The Bank or the Receiver (as the case may be) shall pay to the Mortgagor the net proceeds of sale arising from any sale of such items pursuant to the provisions of this Clause 3(3)
- (4) The Mortgagor agrees that (in addition to the obligations implied pursuant to the Law of Property (Miscellaneous Provisions) Act 1994) it will at the request of the Bank execute in favour of the Bank such further or other legal requirements, mortgages, charges or other security documents as the Bank may request over the Mortgagor's interest in any of the mortgaged property for the purpose of perfecting, improving or more effectively securing the Mortgagor's obligation

#### **4. SUBSEQUENT CHARGES**

- (1) The Mortgagor hereby covenants with the Bank not to create or permit to subsist any mortgage, charge or other encumbrance in favour of any other party or affecting the Charged Property or any part or parts thereof without the prior written consent of the Bank
- (2) If the Bank receives notice of any subsequent mortgage, charge or other encumbrance affecting the Charged Property or any other part or parts thereof, the Bank shall be entitled to close any accounts with the Debtor and/or the Mortgagor in the books of the Bank and to open a new account or accounts in place thereof. If the Bank does not do so, it shall nevertheless be treated as if it had done so at the time when it received notice and as from that time all

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payments made by the Debtor and/or the Mortgagor (as the case may be) to the Bank shall be credited or treated as credited to the new account or accounts and shall not operate to reduce the amount due from the Debtor and/or the Mortgagor (as the case may be) to the Bank when it received the notice.

- (3) If the Debtor and/or the Mortgagor (as the case may be) shall have more than one account with the Bank, the Bank may at any time without notice forthwith transfer all or any part of any balance standing to the credit of any one of such accounts to any other such account which is in debit

## **5. MORTGAGOR'S COVENANTS**

The Mortgagor further hereby covenants with the Bank as follows:

- (1) to observe and perform all obligations and/or restrictions of whatever kind affecting the Mortgaged Property or any part or parts thereof or borrowings by or securities issued by the Mortgagor and hereby warrants and represents that the Mortgagor is not and will not as a result of the creation of this Legal Mortgage or the borrowing of any moneys intended to be hereby secured be in breach of any such obligations or restrictions, and
- (2)
  - (a) not to commence, undertake or carry out (nor allow to be commenced, undertaken or carried out) any development within the meaning of the Planning Acts on the Mortgaged Property or any part or parts thereof without the relevant or necessary planning permission prescribed in the Planning Acts having been obtained,
  - (b) not apply for planning permission under the Planning Acts in respect of any development of the Mortgaged Property or any part or parts thereof without the written consent of the Bank,
  - (c) in the event of such planning permission being obtained carry out any development strictly in accordance with the terms and conditions subject to which permission is granted,
  - (d) within fourteen days of receipt give the Bank full particulars of any requirement, order, notice or direction of any competent authority pursuant to the Planning Acts and the Mortgagor will take such steps (including by way of appeal) as the Bank may direct in order to obtain the variation or rescission of such requirement, notice, order or direction, and
  - (e) and it is hereby agreed and declared as follows that any costs properly and reasonably incurred or moneys properly and reasonably expended by the Bank (including surveyors' fees) in connection with the matters referred to in this Clause 5(2) may be debited to the Mortgagor's account with the Bank and shall be deemed to be an expense properly incurred in relation to this Legal Mortgage and carry interest and be secured hereby
- (3) if the Mortgaged Property is (or becomes) registered land the Mortgagor hereby applies to the Chief Land Registrar for the registration against the registered title of the Mortgaged Property of the following restriction. "No disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the Charge dated \_\_\_\_\_ in favour of AIB Group (UK) p.l.c. referred to in the Charges Register"

**6** The Mortgagor further hereby covenants with the Bank and it is hereby agreed and declared as follows

- (1) to keep the Mortgaged Property in a good state of repair and condition and not demolish, pull down or remove any building or erection from time to time on, or any other trade or other fixtures annexed to, the Mortgaged Property without the prior consent in writing of the Bank,
- (2)
  - (a) to keep the Mortgaged Property insured in such office and for such amounts as the Bank may from time to time approve and against such risks as the Bank shall from time to time require including (but without prejudice to the generality of the foregoing) loss or damage by fire, explosion, earthquake, riot and civil commotion, malicious damage, storm and tempest (including lightning), aircraft and articles dropped therefrom, bursting and overflowing of water tanks, apparatus and pipes and plate glass and impact by motor vehicles and in addition, the costs of demolition, removal of debris, site clearance, architects' and surveyors' fees at the scales current from time to time and any consequential loss directly or indirectly resulting from such loss or damage including

loss of profits and at least two years' loss of rent (if any such is payable to the Mortgagor in respect of the Mortgaged Property) including reviewed rent;

- (b) to arrange for a note of the interest of the Bank as mortgagee in the policy or policies of such insurance to be endorsed thereon and on demand to deliver or produce for inspection (as the Bank may direct) all relevant policies and contracts of insurance,
  - (c) duly and punctually pay all premiums and other moneys due and payable under all insurance policies affecting the Mortgaged Property and promptly upon request by the Bank, deliver to the Bank the last premium renewal receipts,
  - (d) that if the Mortgagor fails to keep the Mortgaged Property in a good state of repair and condition or to insure the same the Bank may do so at the expense of the Mortgagor without thereby becoming mortgagee in possession which expense shall carry interest and be secured by this Legal Mortgage,
  - (e) to apply all moneys which may be received by virtue of any such policy or policies without prejudice to the terms of this Legal Mortgage at the option of the Bank either in making good the loss or damage in respect of which the same may have been received or towards the discharge or reduction of the monies hereby Secured Obligations,
- (3) (a) not to sell, transfer, assign, lease, share or part possession with declare a trust of, grant any right or rights over or otherwise dispose of the Charged Property without the prior consent in writing of the Bank,
- (b) not to vary, alter, amend the terms of any lease, licence or any other deed or document of whatever sort which affects the Mortgaged Property (whether superior or inferior to the interest of the Mortgagor) without the prior consent in writing of the Bank,
- (4) that where any lease of the Mortgaged Property or any part thereof granted by the Mortgagor or its predecessor in title either before or after the date of this Legal Mortgage shall contain a provision for any rent payable to be dependent upon agreement between the Mortgagor and the tenant, the Mortgagor will not agree any such rent without the prior consent in writing of the Bank or if such lease contains a provision for any rent payable to the Mortgagor to be dependent upon arbitration or the determination of an expert (whether in default of an agreement or not) the Mortgagor will not appoint or agree to the appointment of any expert or arbitrator without having first obtained the consent in writing of the Bank,
- (5) not to grant or give any licence or consent to assign transfer sublet or otherwise dispose of any lease of the Mortgaged Property or any part thereof without the written consent of the Bank,
- (6) that the Mortgagor shall not apply for or obtain from any local or other authority any improvement or other grant such as would entitle such authority to register a local land charge or other encumbrance against the Mortgaged Property without the prior consent in writing of the Bank;
- (7) to do everything necessary to obtain or maintain any licences or other permissions of whatsoever nature which are necessary from time to time in order to carry on any business from time to time carried on by the Mortgagor on the Mortgaged Property and to preserve the value of the Goodwill,
- (8) observe and perform all statutes, statutory instruments, regulations, directives, orders, notices, codes of practice and other instruments applying to the Mortgagor in respect of the Mortgaged Property which are in force from time to time and not to allow to subsist on or about the Mortgaged Property anything which might result in proceedings being brought by any local or public authority or body,
- (9) (immediately after receiving or becoming aware of the same) give full particulars of any notice, direction, order or proposal made, given or issued by any local or public authority which is

served on or given to the Mortgagor or of which the Mortgagor becomes otherwise aware and (if the Bank requires) contest or appeal any such notice, direction, order or proposal or take all necessary steps without delay to comply with or make objections or representations as to the same;

- (10) pay and indemnify the Bank (and any Receiver) against all existing and future rents, taxes, rates, duties, fees, charges, assessments, impositions, and outgoings whatsoever (whether imposed by deed, statute, or otherwise and whether in the nature of capital or revenue and even though of a wholly novel character) which may now or in the future be properly payable in respect of the Mortgaged Property or by its owner or occupier;
- (11) procure that any landlord, grantor, grantee, licensor or licensee of the Mortgaged Property shall observe and perform the covenants on its part in respect of the Mortgaged Property,
- (12) not change the use or uses to which the Mortgaged Property is now put nor apply for any consent or authorisation which is required in connection with such change of use without the Bank's prior consent in writing, and
- (13) observe perform all statutes, treaties, conventions, directions, regulations, codes of practice and other regulations having mandatory effect which are in force from time to time relating to the pollution or contamination of the environment.

#### **7. NON MERGER ETC**

- (1) This Legal Mortgage is in addition to and not in substitution for or to merge with any other security or lien which the Bank may now or at any time hold for all or any of the Secured Obligations
- (2) The powers of leasing or accepting surrenders of leases conferred on mortgagors by Sections 99 and 100 of the 1925 Act shall not be exercisable by the Mortgagor nor shall the Mortgagor part with possession of or confer any licence to occupy all or any part of the Mortgaged Property without the prior consent in writing of the Bank

#### **8. ENFORCEMENT AND APPOINTMENT OF RECEIVER**

- (1) Sections 93 and 103 of the 1925 Act shall not apply to this Legal Mortgage. This Legal Mortgage shall become enforceable immediately and the power of sale and other powers conferred by Section 101 of the 1925 Act, as varied or extended by this Legal Mortgage, shall be immediately exercisable, and the Bank shall be entitled to appoint any person (or persons) to be a receiver of all or any part of the Charged Property, at any time after a notice by the Bank demanding payment of and/or discharge of any of the Secured Obligations shall have been served by the Bank on the Debtor with a copy of such demand served on the Mortgagor
- (2) Where the Bank appoints more than one person as a Receiver such persons shall be entitled to exercise any powers conferred on them jointly and/or severally as the Bank may specify in the instrument of appointment
- (3) Any Receiver shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's act or defaults and for the Receiver's remuneration.

#### **9. ADDITIONAL POWERS AND APPOINTMENT OF ATTORNEY**

- (1) At any time after this Legal Mortgage shall have become enforceable the Bank (whether or not in possession of the Mortgaged Property) and/or the Receiver may without restriction exercise any of the following powers in addition and without prejudice to any other powers conferred upon the Bank and the Receiver under or by virtue of this Legal Mortgage or by statute or otherwise

- (a) to enter upon the Mortgaged Property and take possession of all or any part or parts of the Charged Property,
- (b) to sell, exchange, surrender, deal with, convert into money and realise the Charged Property or any part or parts thereof or any estate or interest therein and convey, assign or transfer the same and to do so subject to such exceptions, reservations and covenants as may be considered necessary or expedient and for the same purpose of realisation to convey, assign or transfer the same to any person or company whether in consideration of payment or not or in exchange for shares or other property or voluntarily without payment or any other consideration,
- (c) to acquire, renew, extend, grant, vary or otherwise deal with such easements, rights, privileges and/or licences over or for the benefit of the Mortgaged Property as may be considered expedient,
- (d) to grant any lease or tenancy of the Mortgaged Property or of any part or parts thereof for any term whether commencing at once or on any future date at any or no rent with or without any fine or premium and generally on such terms as may be considered expedient (and Section 99(19) of the 1925 Act shall not prevent the Receiver from exercising such powers without the need for any delegation by the Bank),
- (e) to accept the surrender of any lease or tenancy whether or not for the purpose of enabling a new lease to be granted,
- (f) to give an effectual receipt for any fine or premium payable on any grant or surrender of any lease,
- (g) to promote whether alone or with others any company, (i) for the purpose of taking a conveyance, transfer, assignment, lease of or other interest in the Mortgaged Property or any part or parts thereof and/or of undertaking works thereon and/or of providing services to the occupiers thereof, in any case where it is desirable or convenient to do so, and (ii) in connection with or for the furtherance of all or any of the powers herein contained as may be expedient,
- (h) to complete in such manner as may be considered expedient the construction of any buildings, roads, access ways and the services therefor upon the Mortgaged Property or any part thereof which may be unfinished,
- (i) to construct upon the Mortgaged Property or any part thereof any building or buildings whether or not the same be in accordance with any development planned or being carried on at the Mortgaged Property and to construct all roads and access ways and to provide all services which may be required or may be considered expedient and generally to develop the Mortgaged Property in such a manner as may be considered expedient,
- (j) to carry out any work involving furnishing of the Mortgaged Property or any part thereof or the installation or provision of any plant, machinery, equipment or service,
- (k) to utilise any moneys at any time or from time to time received by the Receiver in his capacity as receiver of the Charged Property or any part or parts thereof for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in advance of any other payments by the Receiver whether under Section 109(8) of the 1925 Act or otherwise and accordingly Section 109 of the 1925 Act in its application hereto is varied hereby,
- (l) to utilise any moneys at any time or from time to time received by the Bank for the purpose of financing any expenditure at any time or from time to time incurred in connection with or incidental to the exercise of any of the powers herein contained in

advance of any other payment or application by the Bank and whether such moneys be received by the Bank in its capacity as mortgagee or as attorney or otherwise,

- (m) to borrow or raise or secure the payment of money which may be required for the exercise of any of the powers set out in this Clause 9(1) in any such manner, including the creation of new legal charges of the Mortgaged Property (whether or not having priority to the charge hereby created), as may be considered expedient,
  - (n) to obtain, renew, extend, amend or otherwise deal with such permissions, consents and/or licences for the benefit of or otherwise connected with or ancillary to the Mortgaged Property or its use or development or the business conducted therein or thereon as may be considered necessary or desirable,
  - (o) to agree any variation, modification or determination of any existing deeds or agreements for the development of the Mortgaged Property and to enter into new agreements, deeds or bonds which may be necessary or desirable for or incidental to the development of the Mortgaged Property and to do all acts and things incidental thereto,
  - (p) to manage any business carried on by or for the account of the Mortgagor at the Mortgaged Property in such manner as may be considered expedient,
  - (q) to employ solicitors, architects, surveyors, quantity surveyors, estate agents, contractors and workmen and others and purchase all proper materials as may be considered expedient and to dismiss any employee of the Mortgagor employed in any business carried on at the Mortgaged Property,
  - (r) to dedicate any part or parts of the Mortgaged Property as a highway where to do so is desirable in order that the Mortgaged Property may be more conveniently developed,
  - (s) to make any change or arrangement as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate the development of the Mortgaged Property,
  - (t) to effect indemnity insurance and other like insurances and to obtain bonds for any purpose connected with the development or realisation of the Charged Property,
  - (u) to take or defend or otherwise join in any proceedings concerning or incidental to the Charged Property or to any of the foregoing powers,
  - (v) to make any arrangement or compromise which may be thought expedient in the interest the Bank, and
  - (w) to do such other acts and things as may be considered necessary or desirable for the management or realisation of all or any part or parts of the Charged Property
- (2) The Mortgagor hereby irrevocably appoints the Bank and the Receiver and each of them as attorneys of the Mortgagor to exercise any of the powers granted to any of them to this Legal Mortgage for and in the name and on behalf of the Mortgagor
- (3) The foregoing powers may be exercised:
- (a) by the Bank either as mortgagee (but without incurring liability as mortgagee in possession) or as attorney of the Mortgagor,
  - (b) by the Receiver for and in the name of and on behalf of the Mortgagor,
  - (c) by any substitute or delegate appointed in writing by the Bank or the Receiver or by any attorney of the Bank or the Receiver or by any substitute or delegate appointed in

writing by any such attorney for and in the name and on behalf of the Bank or the Receiver or the Mortgagor as the case may be and any such exercise by any such substitute, delegate or attorney shall be treated by the Mortgagor and be effective in all respects as an exercise by the Bank or by the Receiver as the case may be

- (4) The Bank and the Receiver (including any such substitute, delegate or attorney, as aforesaid) in connection with the exercise of any of the powers conferred on them by Legal Mortgage or by statute may do all acts and things and execute all such deeds and sign all such agreements or enter into or make all such arrangements as may be required or as the Bank or the Receiver (or such substitute, delegate or attorney, as aforesaid) may consider necessary or desirable in relation to the exercise of any such powers.
- (5) The powers of attorney hereby given are given by this Legal Mortgage by way of security for the performance of the Mortgagor's obligations and the Bank's rights under this Legal Mortgage
- (6) The Bank's power of appointing a Receiver of the Charged Property shall be exercisable whether or not there is any income arising from the Charged Property.
- (7) Any costs and expenses and liabilities incurred by the Bank or the Receiver (including any substitute, delegate or attorney, as aforesaid) in connection with the exercise of any of the powers conferred by this Legal Mortgage shall be treated as owing as soon as the same are incurred for the purposes of calculating interest payable in respect thereof pursuant to Clause 2(1)

#### **10. ARRANGEMENTS WITH DEBTOR ETC.**

- (1) Without any consent from the Mortgagor and without affecting the Mortgagor's liability under or the validity of this Legal Mortgage, the Bank may renew, vary or determine any accommodation given to the Debtor, hold over, renew, modify or release any security or guarantee now or hereafter held from the Debtor or any other person (including any person comprised in the Mortgagor) in respect of the liabilities secured by this Legal Mortgage and grant time or indulgence to or compound with the Debtor or any such person
- (2) This Legal Mortgage shall apply to the ultimate balance of the Secured Obligations and until such balance has been discharged in full the Mortgagor shall not be entitled to share in any security held or money received by the Bank on account of that balance or to stand in the place of the Bank in respect of any security or money nor until such balance has been discharged in full shall the Mortgagor take any step to enforce any right or claim against the Debtor in respect of any moneys recovered by the Bank hereunder or have or exercise any of the rights of a surety in competition with the Bank
- (3) This Legal Mortgage shall not be discharged, nor shall the Mortgagor's liability be affected, by reason of any failure of or irregularity, defect or informality in any security given by or on behalf of the Debtor in respect of the Secured Obligations nor by any legal limitation, disability, incapacity or want of any borrowing powers of the Debtor or want of authority of any director, manager, official or other person appearing to be acting for the Debtor in any matter in respect of the Secured Obligations and as between the Mortgagor and the Bank this Legal Mortgage is to be deemed to be a primary security and the assets charged by this Legal Mortgage are to be deemed to stand charged with the Secured Obligations as if they were primarily due from the Mortgagor
- (4) The Bank may apply any moneys paid to or received, recovered or realised by it (whether or not as a result of the exercise of its rights under this Legal Mortgage) as it deems appropriate and in particular may place such moneys to the credit of a realised security account for as long as it thinks fit without any obligation to apply the same or any part thereof or any interest from time to time accrued thereon in or towards the discharge of the Secured Obligations. In any bankruptcy, liquidation, composition or arrangement the Bank may prove for the balance of the liabilities outstanding of the Debtor and agree to accept any dividend or composition without

taking account of moneys held on any realised security account whether under this Legal Mortgage or otherwise

**11. REMEDIES, WAIVERS AND CONSENTS**

- (1) No failure on the part of the Bank to exercise, and no delay on its part in exercising, any right or remedy under this Legal Mortgage will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. The rights and remedies provided by this Legal Mortgage are cumulative and not exclusive of any rights or remedies provided by law.
- (2) Any waiver and any consent by the Bank under this Legal Mortgage must be in writing and may be given subject to any conditions thought fit by the Bank. Any waiver or consent shall be effective only in the instance and for the purpose for which it is given

**12. AVOIDANCE OF PAYMENTS AND RETENTION OF SECURITY**

- (1) Any release, discharge or settlement between the Mortgagor and the Bank shall be conditional upon no security, disposition, assurance or payment to the Bank by the Mortgagor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to bankruptcy, liquidation or insolvency or for any reason whatever and if such condition shall not be fulfilled the Bank shall be entitled to enforce this Legal Mortgage subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Bank shall be entitled to concede or compromise any claim that any such security, disposition, assurance or payment is liable to avoidance or repayment without prejudice to its rights under this Legal Mortgage
- (2) The Bank shall at its option be entitled to retain any security constituted by or pursuant to this Legal Mortgage for a period of up to 25 months after the payment, discharge or satisfaction of all moneys, obligations and liabilities that are or may become due, owing, or incurred to or in favour of the Bank from the Mortgagor and/or any other person and notwithstanding any such payment, discharge or satisfaction, in the event of the commencement of winding-up of or the making of an application for an administration order in respect of the person making such payment or effecting such discharge or satisfaction at any time within the said period of 25 months, the Bank shall be entitled to retain any such security for such further period as the Bank may determine

**13. PROTECTION OF PURCHASERS**

No purchaser or other person dealing with the Bank or its delegate or any Receiver appointed under this Legal Mortgage shall be bound to see or enquire whether the right of the Bank or such Receiver to exercise any of its or his powers has arisen or become exercisable or be concerned with notice to the contrary, or be concerned to see whether any such delegation by the Bank shall have lapsed for any reason or been revoked

**14. H M LAND REGISTRY**

In respect of any freehold or leasehold property charged by this Legal Mortgage the title of which is or is to be registered at H M Land Registry it is hereby certified that the charge created by this Legal Mortgage does not contravene any of the provisions of the Memorandum and Articles of Association of the Mortgagor

**15. SERVICE OF DEMANDS, NOTICE ETC.**

A demand or notice under this Legal Mortgage shall be in writing signed by an officer or agent of the Bank and may be served on the Mortgagor either by hand or post or facsimile. A demand or notice by post may be addressed to the Mortgagor or the personal or other legal representatives of the Mortgagor at the Mortgagor's registered office, place of business or address last known to the Bank and a demand or notice so addressed and posted shall be deemed to have been received on the

Form of Charge filed at HM Land Registry under reference MD 501E



business day next following the day on which it was posted whether or not returned undelivered and shall be effective notwithstanding the death or other disability of the Mortgagor. If sent by facsimile such notice may be sent to the last facsimile number of the Mortgagor known to the Bank and shall be deemed to have been received when sent. If delivered by hand such notice shall be deemed to have been received when delivered to such registered office, place of business or address aforesaid

#### 16. ASSIGNMENT

The Bank shall have the right to assign the whole or any part of the benefit to it of this Legal Mortgage and the expression "the Bank" wherever used in this Legal Mortgage shall be deemed to include the assignees and other successors, whether immediate or derivative, of the Bank, who shall be entitled to enforce and proceed upon this Legal Mortgage in the same manner as if named herein. The Bank shall be entitled to impart any information concerning the Mortgagor to any such assignee or other successor of any participant or proposed assignee, successor or participant.

#### 17. MERGER/RECONSTRUCTION

This Legal Mortgage shall remain in effect and binding on the Mortgagor notwithstanding any amalgamation or merger that may be effected by the Bank with any other company, notwithstanding any reconstruction by the Bank involving the formation of and the transfer of the whole or any of the undertaking of the Bank to a new company and notwithstanding the sale or transfer of any part of the undertaking and assets of the Bank to another company

#### 18. GOVERNING LAW AND JURISDICTION

This Legal Mortgage shall be governed by and construed in accordance with the laws of England and Wales, and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the English Courts

#### 19. PROVISIONS SEVERABLE

Every provision contained in this Legal Mortgage shall be severable and distinct from every other such provision and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining such provisions shall not in any way be affected thereby

**IN WITNESS** whereof this Legal Mortgage has been executed as a Deed and delivered by the Mortgagor the day and year first before written

20. It is hereby agreed that the liability of Tower Pension Trustees Ltd as Trustees of the St. James's Place SIPP shall not exceed the value of the assets within its control in the St James's Place SIPP - R Hutchinson and that save for these assets the Bank shall not have any claim whatsoever against Tower Pension Trustees Ltd as Trustees of the St. James's Place SIPP.

21. Without prejudice to any other obligations of Gresham Pension Trustees limited under the agreement and without prejudice to the unlimited liabilities of the member, it is expressly agreed and understood that the recourse of the Bank against Gresham Pension Trustees Ltd will be limited to the assets held by Gresham Pension Trustees Ltd from time to time as trustee of the Premier SIPP - P O Malley (the 'Scheme'). This limitation of liability will not affect any claim which the Bank may have against Gresham Pension Trustees Ltd in the event of fraud on the part of Gresham Pension Trustees Ltd in the administration of the Scheme.

Form of Charge filed at HM Land Registry under reference MD 50TE

## THE SCHEDULE

All that freehold/ leasehold property known as

as the same is registered at H M Land Registry under title number .

OR

All that ~~freehold~~/leasehold property known as

1, 2 and 3, Block C, 5 Selater Street, London E1 6JY

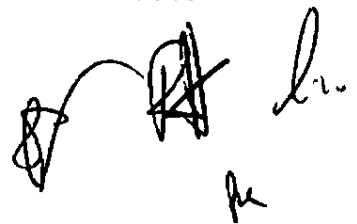
as the same is more particularly described in a *Lease*

dated *8<sup>th</sup> August 2014*

and made between (1) BISHOPSGATE APARTMENTS LLP

and (2) **P E O'MALLEY** of 22 Chiltern Court, 61 Pages Hill, Muswell Hill, London N10 1EN and **GRESHAM PENSION TRUSTEES LIMITED** whose registered office is at The St Botolph Building, 138 Houndsditch, London EC3A 7AW (registered in England under company number 1238923) as Trustees of **THE PREMIER SELF INVESTED PERSONAL PENSION -P O'MALLEY** and **TOWER PENSION TRUSTEES LIMITED** whose registered office is at Colston Tower, Colston Street, Bristol, Avon BS1 4UX (registered in England under company number 02178783) as trustees for **THE ST JAMES'S PLACE SIPP R HUTCHINSON** and **RICHARD SYDNEY HUTCHINSON** of the Avante Garde Partnership, Boulevard House, 92 Fortis Green, London N2 9EY and **SIMON MARETT** of the Avante Garde Partnership, Boulevard House, 92 Fortis Green, London N2 9EY

*e PETER EUGENE O'MALLEY bkh*

Handwritten signatures and initials, including a large signature on the left, a signature in the middle, and initials 'Lr' and 'R' on the right.

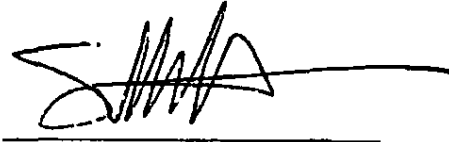
This is an important legal document.

We recommend that before signing it you should obtain independent legal advice.

Signed as a Deed by the said )

SIMON MARETT )

in the presence of )



Name



Address

**Pittalis LLP**

**Marios Pittalis**

**Global House**

Occupation

**303 Ballards Lane**

**London N12 8NP**

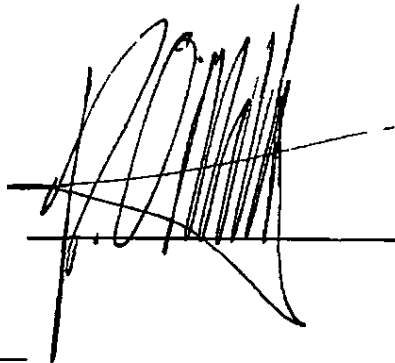
Sole trader

**DX 57399 Finchley**

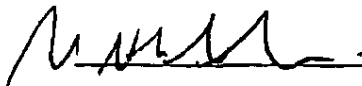
Signed as a Deed by the said )

PETER EUGENE O'MALLEY & )

in the presence of )



Name



Address

**Pittalis LLP**

**Marios Pittalis**

**Global House**

Occupation

**303 Ballards Lane**

**London N12 8NP**

Sole trader

**DX 57399 Finchley**

& as trustee of the  
Premier Self Invested  
Resend P01401-10'Mally

Executed as a deed by affixing  
the Common Seal of )

)  
in the presence of )

\_\_\_\_\_  
Director

\_\_\_\_\_  
Director/Secretary

Executed as a Deed by )

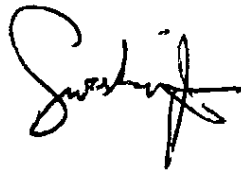
)  
acting by )

Signature \_\_\_\_\_ Director  
Name

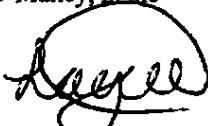
Signature \_\_\_\_\_ Director/Secretary  
Name

Executed as a deed by

**SIMON DAVID WASHINGTON**  
as attorney for Gresham Pension  
Trustees Limited under a power  
of attorney dated 31 March 2014,  
Gresham Pension Trustees  
Limited being a Trustee of The  
Premier Self Invested Personal  
Pension-P O'Malley, in the  
presence of



Witness



Name

T Lago

Address:

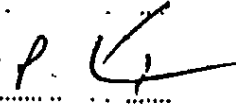
Occupation *Senior Pensions  
Technician*

**Gresham Pension Trustees Limited**  
**Fitzalan House**  
**Fitzalan Court**  
**Fitzalan Road**  
**Cardiff**  
**CF24 0EL**

Executed as a deed by TOWER  
PENSION TRUSTEES LIMITED as  
trustees for THE ST JAMES'S PLACE  
SIPP R HUTCHINSON acting by STEVEN GARDNER  
a director and PAUL KEEPIN a director

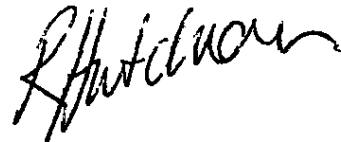


Director



Director

Executed as a deed by  
**RICHARD SYDNEY HUTCHINSON**  
In the presence of.



Witness



Name

Address:

Occupation *Solitor*

**Pittalis LLP**  
**Roger Pittalis**  
**Global House**  
**303 Ballards Lane**  
**London N12 8NP**  
**DX 57399 Finchley**

