



Registration of a Charge

Company Name: **MK TRUSTEES UK LIMITED**

Company Number: **01668457**



XCAOXDJL

Received for filing in Electronic Format on the: **25/08/2023**

Details of Charge

Date of creation: **23/08/2023**

Charge code: **0166 8457 0168**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC (TRADING AS ULSTER BANK)**

Brief description: **UNIT 3, GRANVILLE INDUSTRIAL ESTATE, 90 GRANVILLE ROAD,
DUNGANNON, CO. TYRONE, BT70 1NJ AND COMPRISED IN LAND
REGISTRY FOLIO NO: 1384L CO.TYRONE.**

Contains fixed charge(s).

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by: **CARSON MCDOWELL LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1668457

Charge code: 0166 8457 0168

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd August 2023 and created by MK TRUSTEES UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th August 2023 .

Given at Companies House, Cardiff on 29th August 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**

Land Registry of Northern Ireland

Folio: 1384L

County: Tyrone

Registered Owners: Peter Arthur Hayes Robinson, Elizabeth Robinson, John Thomas Alexander Robinson, Carolyn Jayne Robinson and MK Trustees UK Limited

Bank Ref: 7207211/NIPost

Legal Charge – NI Commercial Property (3rd Party Trust (RPS))
(5/21)

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING. YOU WILL HAVE TO PAY IF THE BANK IS NOT PAID BY THE CUSTOMER. YOUR LIABILITY IS LIMITED TO THE VALUE OF THE PROPERTY.

Owner:

Peter Arthur Hayes Robinson of [REDACTED]
Elizabeth Robinson of [REDACTED]
John Thomas Alexander Robinson of [REDACTED]
Carolyn Jayne Robinson of [REDACTED]
MK Trustees UK Limited (Company Number 01668457) (formerly known as JLT Trustees Limited) of Lakeside House,
1st Floor Shirwell Crescent, Furzton Lake, Milton Keynes, England, MK4 1GA

as trustees of **The Fregate Trust**

Customer: The present and future trustees of **The Fregate Trust**

Bank: National Westminster Bank Plc (trading as Ulster Bank) of Lending Operations. 25 Bishopsgate, London, EC2M 4AA

Property: Unit 3, Granville Industrial Estate, 90 Granville Road, Dungannon, Co. Tyrone, BT70 1NJ and comprised in

(Land Registry Folio No: 1384L Co. Tyrone). References to **Property** include any part of it and the other assets charged by Clause 1.

Date

2 3 0 8 2 3

You must date
the document

1. Charge

1 The Owner as a continuing security for discharge of the Customer's Obligations and as beneficial owner and as registered owner or the person entitled to be registered as owner, as the case may be, hereby:

1.1 demises unto the Bank all that and those its Property, title to which is not registered or registerable in the Land Registry pursuant to the provisions of the Land Registration Act (Northern Ireland) 1970 to hold the same as to so much thereof as is of freehold tenure unto the Bank for the term of 1000 years from the date hereof and to hold such of the same as is of leasehold tenure unto the Bank for the residue of the respective terms of years for which the Owner from time to time holds the same less the last three days of each such term, subject to the proviso for redemption hereinafter contained provided that the Owner shall stand possessed of the reversion immediately expectant on the term of years hereby granted in any freehold and leasehold land hereby mortgaged in trust for the Bank and shall assign, convey or dispose of the same as the Bank may direct (subject to the said proviso for redemption) and the Bank may at any time during the continuance of the security hereby created remove the Owner or any other person, persons or body corporate from being a trustee of the trust declared by this clause and on the removal of the Owner or such other person, persons or body corporate appoint a new trustee or trustees in the Owner's, their or its place provided always that if the Owner shall pay to the Bank the Customer's Obligations in accordance with the covenants contained in this deed the Bank at the request and cost of the Owner will duly discharge this deed.

- 1.2 charges to the Bank all that and those its Property registered under the Land Registration Act (Northern Ireland) 1970 both present and future including, without prejudice to the generality of the foregoing, its registered land with the payment, performance and discharge of the Customer's Obligations.
- 1.3 charges and assigns to the Bank by way of fixed charge over any of the following property of the Owner, whether owned now or in the future:
 - 1.3.1 any other interest in the Property.
 - 1.3.2 all rents receivable from any lease granted of the Property.
 - 1.3.3 the proceeds of any insurance affecting the Property.
- 1.4 This deed secures the payment on demand on the Customer of:
 - 1.4.1 the Customer's Obligations.
 - 1.4.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed. **Interest** is applied from the date of payment at the rate charged by the Bank to the Customer and calculated both before and after demand or judgment on a daily basis and compounded, according to agreement, or in the absence of agreement, quarterly on the days selected by the Bank.

The Customer's **Obligations** are all the Customer's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another). As the Customer's Obligations include any contingent liabilities, if the Customer gives the Bank a guarantee of another person's liabilities, this deed will secure the Customer's liabilities under that guarantee.

- 1.5 This deed will secure the amount claimed by the Bank to be the Customer's Obligations regardless of whether the Customer has the power to incur them.
- 1.6 The Bank shall not be entitled to recover any amount under this deed in excess of the assets of the **Fregate Trust**

available to the Owners as trustees of such trust.

2. **Continuing Security**

This deed is and will remain a continuing security, even if the Owner (being an individual) dies or suffers incapacity. The Owner (or the Owner's personal representatives) may give one month's notice to discontinue this deed but it will remain security for all the Customer's Obligations at the date notice is received by the Bank and for any further Customer's Obligations that arise before the expiry of the notice.

3. **Restrictions**

The Owner will not, without the Bank's consent:

- 3.1 permit or create any mortgage, charge or lien on the Property.
- 3.2 dispose of the Property.

3.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting.

3.4 part with or share possession or occupation of the Property.

4. **Land Registry**

The Owner and the Bank apply to the Land Registry to enter an inhibition that "*No disposition of the registered land by the registered owner of the registered land is to be registered without a written consent signed by the Registered Owner for the time being of the charge dated [] registered on the folio in favour of National Westminster Bank Plc (trading as Ulster Bank) whose address in the United Kingdom for service of notices is Lending Operations, 25 Bishopsgate, London, EC2M 4AA*". The Bank may also register any priority arrangements at the Land Registry which will then be publicly available.

5. **Arrangements with the Customer and Others**

Without releasing or affecting the **Security** created by this deed, and without the Owner's consent, the Bank may:

5.1 grant new facilities or credit to the Customer or any other person, and increase any rate of interest or charge.

5.2 allow time to and agree, renew, vary or end any arrangements with the Customer or any other person.

5.3 release, renew, vary or refrain from enforcing any security or guarantee held from the Customer or any other person.

5.4 settle with or release from liability the Customer or any other person.

6. **Preservation of the Bank's Claims**

6.1 Until the Customer's Obligations have been paid in full:

6.1.1 the Owner is not entitled to claim or share any security held by the Bank, or any payment received by the Bank, for the Customer's Obligations.

6.1.2 the Owner will not make any claim against, or in the insolvency of, the Customer or any guarantor of the Customer.

6.1.3 the Owner will not take any security from, or enforce any security against, the Customer or any guarantor of the Customer.

6.2 The Owner will hold on trust for the Bank any payment or security received by the Owner in breach of these provisions.

7. **Preservation of the Bank's Rights and Further Assurance**

7.1 This deed is in addition to any other security or guarantee for the Customer's Obligations held by the Bank, now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together and any contrary provisions in any legislation are disappplied in this deed, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights.

7.2 This deed will not be released if the Bank fails to take any intended security or guarantee for the Customer's Obligations or if any other security or guarantee held by the Bank for the Customer's Obligations is unenforceable.

- 7.3 Any release or settlement of liability will only take effect when any reductions in the Customer's Obligations or new security given to the Bank cannot be challenged for any reason. The Bank may retain this deed and any existing security until it is satisfied that it will not have to make any repayments or give up any new security.
- 7.4 If any of the Customer's Obligations are void or unenforceable against the Customer, this deed will still secure the same amount that it would have done had this not been the case.
- 7.5 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's Security.

8. Property Undertakings

The Owner will:

- 8.1 permit the Bank at any time to inspect the Property.
- 8.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost. In default, the Bank may arrange insurance at the Owner's expense.
- 8.3 hold on trust for the Bank all proceeds of any insurance of the Property. At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Customer's Obligations or any secured expenses.
- 8.4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property.
- 8.5 keep the Property in good condition.
- 8.6 not, without the Bank's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations.
- 8.7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Bank if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease.

9. Possession and Exercise of Powers

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

10. Appointment of Receiver

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

11. Powers of the Bank and Receivers

- 11.1 The Bank or any receiver may free from any restrictions imposed by legislation:
- 11.1.1 enter, take possession of, and/or generally manage the Property.
 - 11.1.2 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property.
 - 11.1.3 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Bank or a receiver under this power.
 - 11.1.4 sell, lease, surrender or accept surrenders or leases, charge or deal with the Property without restriction, including disposing of any fixtures separately.
 - 11.1.5 complete any transactions by executing any deeds or documents in the name of the Owner.
 - 11.1.6 take, continue or defend any proceedings and enter into any arrangement or compromise.
 - 11.1.7 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this.
 - 11.1.8 employ advisers, consultants, managers, agents, workmen and others.
 - 11.1.9 purchase or acquire materials, tools, equipment, furnishings, goods or supplies.
 - 11.1.10 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers.
- 11.2 A receiver may borrow and secure the repayment of any money, in priority to the Customer's Obligations, for these purposes.
- 11.3 Joint receivers may exercise their powers jointly or separately.
- 11.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.
- 11.5 The Bank may exercise any of its powers even if a receiver has been appointed.
- 11.6 The receiver may dispose of any of the Owner's assets (not charged by this deed) that are at the Property. If the receiver sells any of the Owner's assets using this power, the receiver will pay the proceeds to the Bank, after the deduction of any fees or expenses incurred in the sale. The proceeds received by the Bank will be a debt owed by the Bank to the Owner.

12. Application of Payments

- 12.1 The Bank may apply any payments received for the Customer to reduce any of the Customer's Obligations, as the Bank decides.
- 12.2 If the Owner gives notice to discontinue this deed or the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Customer's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Customer after the date of that notice will be applied first to repay the Customer's Obligations arising after that date.

- 12.3 The Bank may place any amount realised from the Property in a separate account without applying it to the Customer's Obligations. The Bank may keep this arrangement in place for as long as the Bank considers necessary.

13. Power of Attorney

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

14. Certificate of the Customer's Obligations

A certificate signed by a Bank official as to the amount due from the Customer or the amount secured on the Property will be binding on the Owner, except if there is an obvious error.

15. More than One Customer

- 15.1 Where the Customer is more than one person:

- 15.1.1 the Customer's Obligations include their joint, several and independent liabilities. References to the Customer are to them together and separately.

- 15.1.2 the Bank may release the Owner from this Security for any one Customer, without affecting the continuation of this Security in respect of any other Customer. If the Bank receives notice to discontinue this deed, it will remain a continuing security in respect of any Customer not named in the notice.

16. More than One Owner

- 16.1 Where the Owner is more than one person:

- 16.1.1 all of them are jointly and severally liable under this deed. References to Owner are to them together and separately.

- 16.1.2 if this Security is unenforceable against any one of them, it will not affect its enforceability or continuation against the interest in the Property of any other(s) of them.

17. Consents and Notices

- 17.1 All consents and notices must be in writing.

- 17.2 The Bank may deliver a notice to the Owner at the contact details last known to the Bank

- 17.3 A notice signed by an official of the Bank will be effective at the time of personal delivery; on the second business day after posting; or, if by fax, at the time of sending, if sent before 6.00 p.m. on a business day, or otherwise on the next business day. A **business day** is a weekday other than a national holiday.

- 17.4 A notice from the Owner to the Bank will be effective on receipt.

18. Transfers

The Bank may allow any person to take over any of its rights and duties under this deed. The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner. References to the Bank include its successors.

19. Law

- 19.1 Northern Irish law governs this deed and the Northern Irish courts have exclusive jurisdiction.

19.2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the Northern Irish courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction.

Executed and Delivered as a deed by
MK Trustees UK Limited

) [Redacted]
) Director/Member [Redacted]
) Secretary/Director/Member [Redacted]

Signed by the Director/Member in the presence of:

Witness' signature

[Redacted Signature]

Witness' name in full

MARY ALLEN

Address

[Redacted Address]

Occupation

ADMINISTRATOR

Witness' signature

[Redacted Signature]

Witness' name in full

CERI NEWMAN

Address

[Redacted Address]

Occupation

ADMINISTRATOR

Signed and Delivered as a deed
by Peter Arthur Hayes
Robinson in the presence of:



Witness' name in full Stephanie Cooke

Signature

Address

Occupation HR and Accounts Admin

Witness' name in full Ashleigh Russen

Signature

Address

Occupation Solicitor

I confirm that I am a Solicitor acting for Peter Arthur Hayes Robinson and that prior to the execution of this deed I explained its nature, content and effect and the practical implications of signing it to Peter Arthur Hayes Robinson and he/she informed me that he/she wished to proceed with the transaction.

Signature Date of signature 23/08/23

Name Michael Harrison

Firm Hunter & Gilchrist Solicitors Ltd

Address 73 Hawthorn Road

Belfast

Signed and Delivered as a deed
by Elizabeth Robinson in
the presence of:-



Witness' name in full Stephanie Cooke

Signature

Address

Occupation HR and Accounts Admin

Witness' name in full Ashleigh Russen

Signature

Address

Occupation Solicitor

I confirm that I am a Solicitor acting for Elizabeth Robinson and that prior to the execution of this deed I explained its nature, content and effect and the practical implications of signing it to Elizabeth Robinson and he/she informed me that he/she wished to proceed with the transaction.

Signature Date of signature 23/08/23

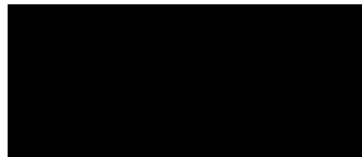
Name Michael Harrison

Firm Hunter & Gilchrist Solicitors Ltd

Address 73 Hawthorn Road

Belfast

Signed and Delivered as a deed
by John Thomas
Alexander Robinson in the
presence of:-



Witness' name in full Stephanie Codd

Witness' name in full Ashleigh Russen

Signature

Signature

Address

Address

Occupation HR and Accounts Admin

Occupation Solicitor

I confirm that I am a Solicitor acting for John Thomas Alexander Robinson and that prior to the execution of this deed I explained its nature, content and effect and the practical implications of signing it to John Thomas Alexander Robinson and he/she informed me that he/she wished to proceed with the transaction.

Signature Date of signature 23/08/23

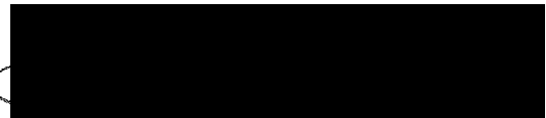
Name Michael Warren

Firm Newitt & Roper Solicitors Ltd

Address 72 HOLLYWOOD ROAD

BLISS

Signed and Delivered as a deed
by Carolyn Jayne Robinson
in the presence of:-



Witness' name in full Stephanie Codd

Witness' name in full Ashleigh Russen

Signature

Signature

Address

Address

Occupation HR and Accounts Admin

Occupation Solicitor

I confirm that I am a Solicitor acting for Carolyn Jayne Robinson and that prior to the execution of this deed I explained its nature, content and effect and the practical implications of signing it to Carolyn Jayne Robinson and he/she informed me that he/she wished to proceed with the transaction.

Signature Date of signature 23/08/23

Name MICHAEL WARREN

Firm Newitt & Roper Solicitors Ltd

Address 72 HOLLYWOOD ROAD

BLISS