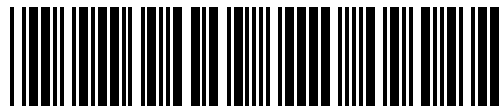




**Registration of a Charge**

Company Name: **FARO PROPERTY HOLDINGS LIMITED**

Company Number: **04393349**



Received for filing in Electronic Format on the: **23/12/2021**

XAJY739V

**Details of Charge**

Date of creation: **20/12/2021**

Charge code: **0439 3349 0004**

Persons entitled: **METRO BANK PLC**

Brief description: **LEASEHOLD LAND ON THE SOUTH SIDE OF HOWDON ROAD, ROYAL QUAYS, NORTH SHIELDS REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER TY453696 FREEHOLD LAND KNOWN AS THE SHERIDAN CENTRE, GAOLGATE PLACE, STAFFORD REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER SF495710 LEASEHOLD LAND KNOWN AS NICKALLS HOUSE, METROCENTRE, GATESHEAD, NE11 9NH REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER TY329747 FREEHOLD LAND ON THE NORTH SIDE OF HOUGHTON ROAD, HARTFORD, HUNTINGDON REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER CB204689 FREEHOLD LAND AND BUILDINGS ON THE NORTH-EAST SIDE OF HOUGHTON ROAD, HARTFORD, HUNTINGDON REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER CB108654 FREEHOLD LAND AND BUILDINGS KNOWN AS UNITS 81/6 AND 81/7, LEADGATE INDUSTRIAL ESTATE, LOPE HILL ROAD, CONSETT REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER DU243889 FREEHOLD LAND AND BUILDINGS KNOWN AS NT81/10A, NT81/10B, NT81/10C, NT81/11A AND NT81/11B, LEADGATE INDUSTRIAL ESTATE, LOPE HILL ROAD, CONSETT REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER DU314825**

**Contains negative pledge.**

**Authentication of Form**

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

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## **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: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



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

Company number: 4393349

Charge code: 0439 3349 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th December 2021 and created by FARO PROPERTY HOLDINGS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2021 .

Given at Companies House, Cardiff on 30th December 2021

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 subject to redaction under S859G of Companies Act 2006.

*Eversheds Sutherland (International) LLP*

Eversheds Sutherland (International) LLP

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**Dated:** 20 December 2021

- (1) FARO PROPERTY HOLDINGS LIMITED  
(2) METRO BANK PLC

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**Supplemental Mortgage**

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relating to a debenture dated 21 December 2017

This Supplemental Mortgage is made as a deed on

20 December 2021 between:

- (1) **FARO PROPERTY HOLDINGS LIMITED**, a company registered in England and Wales with registered number 04393349 whose registered office is at 39 Sloane Street, Knightsbridge, London, SW1X 9LP (the "**Company**"); and
- (2) **METRO BANK PLC** (the "**Lender**").

## 1. INTERPRETATION

### 1.1 Definitions

In this Supplemental Mortgage:

"**Debenture**" means a debenture dated 21 December 2017 between, amongst others, the Company and the Lender.

"**Deed of Amendment and Restatement**" means a deed of amendment and restatement dated on or around the date of this Supplemental Mortgage between, amongst others, the Company and the Lender.

"**Facility Agreement**" means a facility agreement dated 31 March 2020, as amended and restated by way of the Deed of Amendment and Restatement.

"**Mortgaged Property**" means the Real Property listed in the Schedule (*Additional Charged Property*) to this Supplemental Mortgage.

"**Secured Property**" means the assets of the Company which from time to time are, or are expressed to be, the subject of any Security created by this Supplemental Mortgage.

### 1.2 Construction

In this Supplemental Mortgage:

1.2.1 unless a contrary indication appears, terms defined in the Facility Agreement and the Debenture have the same meaning in this Supplemental Mortgage;

1.2.2 the provisions of clause 1.2 (*Incorporation of terms*), clause 1.3 (*Interpretation*), clause 1.4 (*Statutes and headings*), clause 1.5 (*Clauses and Schedules*), clause 1.6 (*Effect as a deed*), clause 1.7 (*Law of Property (Miscellaneous Provisions) Act 1989*) and clause 1.8 (*Conflict*) of the Debenture apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

1.2.2.1 references to "this Deed" in the Debenture shall be construed as references to this Supplemental Mortgage; and

1.2.2.2 references to the Property listed in Schedule 2 (*The Land*) to the Debenture shall be construed as references to the Mortgaged Property listed in the Schedule to this Supplemental Mortgage; and

1.2.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage.

### 1.3 Incorporation of other terms

The terms of the other Finance Documents and of any side letters between any of the parties to this Supplemental Mortgage are incorporated into this Supplemental Mortgage to the extent required to comply with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

**1.4 Third party rights**

1.4.1 Unless expressly provided to the contrary in this Supplemental Mortgage, a person who is not a party to this Supplemental Mortgage has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Supplemental Mortgage.

1.4.2 Notwithstanding any term of this Supplemental Mortgage, the consent of any person who is not a party to this Supplemental Mortgage is not required to rescind or vary this Supplemental Mortgage at any time.

**2. COVENANT TO PAY**

The Company, as principal debtor and not just as surety, covenants with the Lender to pay or discharge the Secured Liabilities in the manner provided for in the Finance Documents.

**3. GRANT OF SECURITY**

**3.1 Mortgage**

The Company charges by way of first legal mortgage the Mortgaged Property.

**3.2 Fixed charges**

The Company charges by way of first fixed charge:

3.2.1 to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*), the Mortgaged Property;

3.2.2 all its plant and machinery situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively mortgaged under Clause 3.1 (*Mortgage*); and

3.2.3 save to the extent assigned under Clause 3.1 (*Assignment*), all Related Rights relating to any of the Secured Property.

**3.3 Assignment**

The Company assigns by way of security:

3.3.1 the Insurances; and

3.3.2 the Income,

together with all Related Rights relating to the Secured Property provided that nothing in this Clause 3.3 shall constitute the Lender as a mortgagee in possession.

**4. INCORPORATION OF PROVISIONS**

The terms of the Debenture apply to the Mortgaged Property to the extent that they apply to the Real Property listed in Schedule 2 (*The Land*) of the Debenture and will be deemed to be incorporated into this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that:

4.1.1 references to "this Deed" in the Debenture shall be construed as references to this Supplemental Mortgage; and

4.1.2 references to the Real Property listed in Schedule 2 (*The Land*) to the Debenture shall be construed as references to the Mortgaged Property listed in the Schedule to this Supplemental Mortgage.

5. **RESTRICTION**

The Company shall ensure that a restriction in the following terms is entered on the register of title of the Mortgaged Property at the Land Registry:

"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 [DATE OF THIS SUPPLEMENTAL MORTGAGE] in favour of Metro Bank PLC referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Lender to make further advances under the terms of the Finance Documents. The Company shall pay, when due and payable, all fees, costs and expenses incurred in connection with such applications.

6. **CONTINUATION**

6.1 Except as supplemented by this Supplemental Mortgage, the Debenture will remain in full force and effect.

6.2 On and from the date of this Supplemental Mortgage:

6.2.1 this Supplemental Mortgage and the Debenture shall be read and construed as one document and, in particular, the definition of "Property" in the Debenture shall include the Secured Property; and

6.2.2 the Company acknowledges that references to a "Debenture" in the Facility Agreement are references to the Debenture as supplemented by this Supplemental Mortgage.

7. **COUNTERPARTS**

This Supplemental Mortgage may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of the Supplemental Mortgage.

8. **GOVERNING LAW**

This Supplemental Mortgage and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.

9. **JURISDICTION**

9.1 The courts of England and Wales have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Mortgage (including a dispute regarding the existence, validity or termination of this Supplemental Mortgage) and any non-contractual obligations arising out of or in connection with it (a "**Dispute**").

9.2 The parties to this Supplemental Mortgage agree that the courts of England and Wales are the most appropriate and convenient courts to settle any Dispute and accordingly no party to this Supplemental Mortgage may argue to the contrary.

9.3 This Clause 9 is for the benefit of the Lender only. As a result, the Lender will not be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

**This Supplemental Mortgage is executed as a deed and delivered on the date stated at the beginning of this Supplemental Mortgage.**

**SCHEDULE****Additional Charged Property**

<b>Address/description of the Real Property</b>	<b>Title number</b>
Leasehold land on the south side of Howdon Road, Royal Quays, North Shields	TY453696
Freehold land known as The Sheridan Centre, Gaolgate Place, Stafford	SF495710
Leasehold land known as Nickalls House, Metrocentre, Gateshead, NE11 9NH	TY329747
Freehold Land on the north side of Houghton Road, Hartford, Huntingdon	CB204689
Freehold Land and buildings on the north-east side of Houghton Road, Hartford, Huntingdon	CB108654
Freehold land and buildings known as Units 81/6 and 81/7, Leadgate Industrial Estate, Lope Hill Road, Consett	DU243889
Freehold land and buildings known as NT81/10A, NT81/10B, NT81/10C, NT81/11A and NT81/11B, Leadgate Industrial Estate, Lope Hill Road, Consett	DU314825



EXECUTION of SUPPLEMENTAL MORTGAGE

THE COMPANY

Executed as a Deed by **FARO PROPERTY HOLDINGS LIMITED** acting by a director in the presence of:

Redacted - Eversheds Sutherland  
(International) LLP

Witness signature

Redacted - Eversheds Sutherland  
(International) LLP

Director

Name  
(in block capitals) AMANDA PATTISON

Address Redacted - Eversheds Sutherland (International)  
LLP

Occupation LEGAL ASSISTANT

The Lender

Signed for and on behalf of **METRO BANK PLC** acting  
by its duly authorised signatory

Witness signature

Name  
(in block capitals)

Address

Occupation