



Registration of a Charge

Company Name: **THE POLLEN ESTATE TRUSTEE COMPANY LIMITED**

Company Number: **04533902**



Received for filing in Electronic Format on the: **18/10/2023**

XCEFDUMH

Details of Charge

Date of creation: **05/10/2023**

Charge code: **0453 3902 0024**

Persons entitled: **NATIONAL WESTMINSTER BANK PLC**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS 14, 18 AND 19 SAVILE ROW, LONDON (W1S 3JN) SHOWN EDGED BLUE ON PLAN 1 APPENDED TO THE INSTRUMENT AND FORMING PART OF TITLE NUMBER NGL827246.**

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: **EVERSHEDS SUTHERLAND (INTERNATIONAL) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4533902

Charge code: 0453 3902 0024

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th October 2023 and created by THE POLLEN ESTATE TRUSTEE COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th October 2023 .

Given at Companies House, Cardiff on 20th October 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**

Dated: 5 October 2023

- (1) **THE POLLEN ESTATE TRUSTEE COMPANY LIMITED** in its capacity as sole trustee of **THE POLLEN ESTATE** as Chargor
- (2) **NATIONAL WESTMINSTER BANK PLC** as Security Agent
-

Security Agreement - Charge of part in relation to NGL827246

We certify this document as a true copy of the original, save for material redacted pursuant to section 859G Companies Act 2006

Eversheds Sutherland (International) LLP
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Eversheds Sutherland (International) LLP

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THIS DEED is made on 5 October 2023 between:

- (1) **THE POLLEN ESTATE TRUSTEE COMPANY LIMITED**, registered in England and Wales (registered number 04533902) in its capacity as the sole trustee of **THE POLLEN ESTATE**, as chargor (the "**Chargor**"); and
- (2) **NATIONAL WESTMINSTER BANK PLC** as security trustee for the Secured Parties (the "**Security Agent**").

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"Associated Benefits" means, in respect of any asset:

- (a) all monies including (where relevant) all rent, dividends, distributions, profits, compensation, damages, income or interest paid or payable relating to that asset; and
- (b) all Authorisations, rights, benefits, claims or property at any time relating to that asset.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"Event of Default" has the meaning given to that term in the Facility Agreement.

"Facility Agreement" means the facility agreement dated on or about the date of this Deed between, amongst others, the Chargor as borrower, the Security Agent and the Finance Parties.

"Finance Document" means the Facility Agreement, any Security Document, any Hedging Agreement, any Managing Agent's Duty of Care Agreement, any Fee Letter, any Hedge Counterparty Accession Letter, any SONIA Terms Supplement, any Compounding Methodology Supplement or any other document designated as such by the Agent and the Chargor.

"Finance Party" means the Agent, the Security Agent, the Arranger, a Hedge Counterparty or a Lender.

"Insolvency Act" means the Insolvency Act 1986.

"Insolvency Event" means any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Chargor;
- (b) a composition, compromise, assignment or arrangement with any creditor of the Chargor;
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Chargor or any of its assets; or
- (d) the enforcement of any Security over any assets of the Chargor,

or any analogous procedure or step is taken in any jurisdiction.

"Insurances" means all contracts or policies of insurance of whatever nature in relation to each Mortgaged Property which are at any time held by or written in favour of the Chargor.

"Lease Document" means:

- (a) an Agreement for Lease;
- (b) an Occupational Lease; or
- (c) any other document designated as such by the Agent and the Chargor.

"LPA" means the Law of Property Act 1925.

"Mortgaged Property" means the Real Property in the freehold property known as 14, 18 and 19 Savile Row, London (W1S 3JN) shown edged blue on Plan 1 and forming part of title number NGL827246 of the Chargor which from time to time is, or is expressed to be, the subject of any Security created by this Deed.

"Occupational Lease" means any lease or licence or other right of occupation or right to receive rent to which any Mortgaged Property may at any time be subject and includes any guarantee of a tenant's obligations under the same.

"Real Property" means:

- (a) all estates or interests in any freehold or leasehold property;
- (b) any buildings, fixtures, fittings, fixed plant or machinery at any time situated on or forming part of that property;
- (c) all easements, rights, agreements and other benefits in respect of that property; and
- (d) the benefit of any covenants for title given or entered into by any predecessor in title of a Chargor in respect of that property.

"Plan 1" means the plan numbered as such and annexed to this Deed.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Secured Property.

"Rental Income" means the aggregate of all 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 any part of any Mortgaged Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Chargor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of that Mortgaged Property and any fixture and fitting on that Mortgaged Property including any fixture or fitting on that Mortgaged Property for display or advertisement, on licence or otherwise;
- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;

- (f) any sum paid or payable in respect of dilapidations under any Lease Document;
- (g) any sum paid or payable by or distribution received or receivable from any guarantor of any tenant under any Lease Document; and
- (h) any Tenant Contributions.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Chargor to any Secured Party under each Finance Document.

"Secured Party" means a Finance Party, a Receiver or any Delegate.

"Secured Property" means the assets of the Chargor which from time to time are, or are expressed to be, the subject of any Security created by this Deed.

"Supplemental Mortgage" means a supplemental legal mortgage in substantially the form set out in Schedule 3 (*Form of Supplemental Mortgage*) entered into after the date of this Deed between the Chargor and the Security Agent in accordance with Clause 5.7 (*Acquisitions*).

1.2 Construction

1.2.1 Unless a contrary indication appears, in this Deed:

- 1.2.1.1 terms defined in the Facility Agreement have the same meaning in this Deed;
- 1.2.1.2 the provisions of clause 1.2 (*Construction*) of the Facility Agreement (with the exception of clause 1.2.4) apply to this Deed as if set out in full in this Deed, except that references to the Facility Agreement shall be construed as references to this Deed; and
- 1.2.1.3 all provisions in the Facility Agreement that are deemed to apply to the Finance Documents apply to this Deed as if set out in full in this Deed.

1.2.2 Unless a contrary indication appears, any reference in this Deed to:

- 1.2.2.1 an **"account"** is a reference to that account as re-designated, re-numbered, substituted or replaced from time to time;
- 1.2.2.2 any **"asset"** includes present and future properties, revenues and rights of every description, all proceeds of sale of such asset, all rights under any agreement for the sale, lease or licence of such asset and any monies paid or payable in respect of such asset;
- 1.2.2.3 any **"disposal"** includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and **"dispose"** will be construed accordingly;
- 1.2.2.4 a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated or replaced from time to time; and
- 1.2.2.5 a **"tenant"** of any property includes any sub-tenant, licensee or other user or occupier of that property.

1.2.3 Where this Deed includes the words “**including**”, “**in particular**” or “**or otherwise**” (or similar words or phrases), the intention is to state examples and not to be exhaustive.

1.2.4 References to any Security “**created by this Deed**” or “**created by this Supplemental Mortgage**” are to be deemed to include such Security created or intended to be created, constituted, given, made or extended by, under or evidenced by this Deed or, as applicable any Supplemental Mortgage.

1.3 **Incorporation of other terms**

The terms of the other Finance Documents and of any other agreement or document between any of the parties to this Deed are incorporated into this Deed 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 Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (the “**Third Parties Act**”) to enforce or enjoy the benefit of any term of this Deed.

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

1.4.3 Any Receiver, Delegate or any person described in clause 27.11.2 (*Exclusion of liability*) of the Facility Agreement may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Deed which expressly confers rights on it.

2. **COVENANT TO PAY**

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

3. **GRANT OF SECURITY**

3.1 **Mortgage**

The Chargor charges by way of first legal mortgage the Mortgaged Properties.

3.2 **Fixed charges**

The Chargor charges by way of first fixed charge:

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

3.2.2 all its plant and machinery, vehicles, computers and other equipment, situated on or forming part of the Mortgaged Property, excluding stock in trade, to the extent not effectively otherwise mortgaged or charged under this Deed;

3.2.3 all its Insurances, to the extent not effectively assigned under Clause 3.3 (*Assignment*);

3.2.4 all its Rental Income, to the extent not effectively assigned under Clause 3.3 (*Assignment*);

3.2.5 all Associated Benefits relating to its Secured Property, to the extent not effectively assigned under Clause 3.3 (*Assignment*); and

- 3.2.6 (in relation to the Secured Property) any other agreement to which it is a party and any other agreement in, under or to which it has any right, benefit or interest in by virtue of the Third Parties Act in relation to the Secured Property.

3.3 **Assignment**

The Chargor assigns by way of security:

- 3.3.1 all its Insurances, including any listed in Part II of Schedule 1 (*Details of Secured Property*);
- 3.3.2 all its Lease Documents;
- 3.3.3 all its Rental Income;
- 3.3.4 any agreement for the sale of any of its Mortgaged Property,

in each case, together with all Associated Benefits relating to such Secured Property.

3.4 **General**

All Security created by this Deed:

- 3.4.1 is created in favour of the Security Agent, as security trustee for the Secured Parties;
- 3.4.2 unless specifically stated otherwise, is created over the present and future assets of the Chargor to the extent of its rights, title and interest in, under and to such assets at any time; and
- 3.4.3 is created with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.5 **Continuing security**

The Security created by this Deed is continuing security for the payment and discharge of the Secured Liabilities. The provisions of this Deed will apply at all times:

- 3.5.1 regardless of the date on which any of the Secured Liabilities were incurred;
- 3.5.2 notwithstanding any intermediate payment or discharge; and
- 3.5.3 in respect of the full amount of the Secured Liabilities at the relevant time even if the amount of the Secured Liabilities had previously been less than that amount or had been nil at any time.

3.6 **Additional security**

The Security created by this Deed is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party. No prior Security held by any Secured Party over the whole or any of the Secured Property will merge with the Security created by this Deed.

3.7 **Validity of details of Secured Property**

The fact that incorrect or incomplete details of any Secured Property are included or inserted in any Schedule will not affect the validity or enforceability of the Security created by this Deed.

4. **REPRESENTATIONS**

The Chargor makes the representations and warranties set out in this Clause 4 to each Secured Party on the date of this Deed.

4.1 **Title to Secured Property**

It is the sole legal owner of, and has good and marketable title to, the Secured Property, in each case, free from Security or restrictions (other than those created by or pursuant to the Finance Documents).

4.2 **Repetition**

Each of the representations and warranties set out in this Clause 4 are deemed to be made by the Chargor by reference to the facts and circumstances then existing on the date of the each Utilisation Request, on each Utilisation Date and on the first day of each Interest Period.

5. **UNDERTAKINGS**

The undertakings in this Clause 5 remain in force from the date of this Deed for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

5.1 **Negative pledge**

5.1.1 The Chargor may not create or permit to subsist any Security over the Secured Property.

5.1.2 The Chargor may not, in respect of the Secured Property:

5.1.2.1 sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired;

5.1.2.2 sell, transfer or otherwise dispose of any of its receivables on recourse terms;

5.1.2.3 enter into any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or

5.1.2.4 enter into any other preferential arrangement having a similar effect,

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.

5.1.3 Clauses 5.1.1 and 5.1.2 shall not apply to any Security or arrangement permitted under the Facility Agreement.

5.2 **Disposals**

The Chargor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any Secured Property, other than as permitted under the Facility Agreement.

5.3 **Secured Property**

The Chargor shall:

5.3.1 promptly upon request by the Security Agent, deposit with the Security Agent:

5.3.1.1 all documents of title or other evidence of ownership relating to its Secured Property; and

5.3.1.2 such deeds, certificates and documents relating to its Secured Property as the Security Agent may reasonably request;

5.3.2 promptly upon request by the Security Agent affix to and maintain on such of its plant, machinery, fixtures, fittings, vehicles or other equipment as the Security Agent may reasonably require, a clearly legible identification plate stating that the asset has been charged to the Security Agent, in a form acceptable to the Security Agent; and

5.3.3 promptly supply to the Security Agent such further information regarding its Secured Property as the Security Agent may reasonably request.

5.4 **Notice of charge or assignment**

The Chargor shall serve notice of each charge or assignment created by this Deed in respect of:

5.4.1 each of its Insurances, by sending a notice substantially in the form of Part I of Schedule 2 (*Notices*) to the relevant insurance company or underwriter within 3 Business Days of the date of this Deed (in the case of any Insurances existing on the date of this Deed) and on the date of entry into of any other Insurances (in the case of any Insurances entered into after the date of this Deed); and

5.4.2 following an Event of Default which is continuing, each of its Lease Documents, by sending a notice substantially in the form of Part II of Schedule 2 (*Notices*) to the relevant tenant.

5.5 **Acknowledgment of charge or assignment**

The Chargor shall use reasonable endeavours to procure that each notice served by it under Clause 5.4 is, on the date of such notice, acknowledged by the recipient in the form attached to such notice.

5.6 **Mortgaged Property Restriction**

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

“No disposition of that part of the registered estate shown [i.e. the Mortgaged Property] on the title plan is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE OF SECURITY AGREEMENT] in favour of National Westminster Bank plc referred to in the charges register, or their conveyancer”

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

5.7 **Acquisitions**

If, after the date of this Deed, the Chargor acquires an Additional Property in accordance with Clause 20.10 (*Acquisitions*) of the Facility Agreement, it shall:

5.7.1 on the date of that acquisition and at the cost of the Chargor, deliver to the Security Agent:

5.7.1.1 a Supplemental Mortgage, duly executed by the Chargor; and

5.7.1.2 such other documentation as the Security Agent may require, in such form as the Security Agent may require;

5.7.2 if the grant of that Supplemental Mortgage requires the consent of any person with an interest in the relevant Additional Property, procure that such consent is granted prior to the execution of that Supplemental Mortgage; and

5.7.3 without prejudice to Clause 5.8 (*Further assurance*), take such other steps as the Security Agent may reasonably require to create and/or perfect the Security over such Additional Property.

5.8 Further assurance

The Chargor shall promptly take all such actions, including executing all such documents, notices and instructions in such form as the Security Agent may reasonably require:

5.8.1 to create, perfect, protect and (if necessary) maintain the Security created by this Deed or for the exercise of any rights, powers and remedies of the Secured Parties provided by or under this Deed or by law or regulation;

5.8.2 to confer on the Secured Parties security interests in or over any of its assets located in any jurisdiction other than England and Wales equivalent or similar to the Security created by this Deed; and/or

5.8.3 to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created by this Deed.

5.9 Power to remedy

If the Chargor fails to comply with any of its obligations under this Deed, the Security Agent (or its nominee) may (at the Chargor's expense) take such action as is necessary to protect any assets against the consequences of the Chargor's non-compliance and/or to ensure compliance with such obligations. The Security Agent is not obliged to perform any obligation of the Chargor nor to take any action which it may be entitled to take under this Deed.

5.10 Power of attorney

5.10.1 As security for the performance of its obligations under this Deed, the Chargor irrevocably appoints the Security Agent, each Receiver and each Delegate to be its attorney, with full power of substitution.

5.10.2 Each attorney may, in the name of the Chargor and on its behalf and at its expense, do anything which the Chargor is obliged to do under any Finance Document to which it is a party but has failed to do (after the expiry of any applicable grace period or remedy period, or if there is no applicable grace period or remedy period, after the date falling 10 Business Days following a written request by the Security Agent) or which, while an Event of Default is continuing, the Security Agent, Receiver or Delegate may in their absolute discretion consider appropriate in connection with the exercise of any of their rights, powers, authorities or discretions in relation to the Secured Property or under or otherwise for the purposes of any Finance Document or any law or regulation.

5.10.3 The Chargor ratifies and confirms anything done by any attorney under this Clause 5.10. The Chargor agrees to indemnify each attorney against all actions, claims, demands and proceedings taken or made against it and all costs, damages, expenses, liabilities and losses incurred by each attorney as a result of or in connection with anything lawfully done by it under or in connection with this power of attorney.

6. RIGHTS OF ENFORCEMENT

6.1 Secured Liabilities deemed payable

For the purposes of all rights and powers implied by statute, the Secured Liabilities are due and payable on the date of this Deed.

6.2 When Security enforceable

The Security created by this Deed is enforceable at any time while an Event of Default is continuing.

6.3 Enforcement powers

At any time (a) when the Security created by this Deed is enforceable or (b) following a request by the Chargor, the Security Agent may, without further notice:

- 6.3.1 sell, appropriate, realise or transfer, including to itself or to any other person, all or any part of the Secured Property;
- 6.3.2 appoint one or more persons to be a Receiver of all or any part of the Secured Property;
- 6.3.3 exercise any of the powers, authorities and discretions conferred on mortgagees, administrators or receivers, under the LPA, the Insolvency Act, any other legislation or regulation or under this Deed; and/or
- 6.3.4 take such further action as it sees fit to enforce all or any part of the Security created by this Deed.

6.4 Rights in relation to a Receiver

The Security Agent may remove any Receiver appointed under this Deed, appoint another person as Receiver or appoint additional Receivers. Each Receiver will be deemed to be the agent of the Chargor who alone will be responsible for the acts and defaults of the Receiver and for any liabilities incurred by the Receiver. The Security Agent may fix the remuneration of a Receiver which will be payable by the Chargor and form part of the Secured Liabilities.

6.5 Redemption of prior Security

Where there is any Security created over any of the Secured Property which ranks in priority to the Security created by this Deed and:

- 6.5.1 the Security created by this Deed becomes enforceable; and/or
 - 6.5.2 the holder of such other Security takes any steps to enforce that Security,
- the Security Agent or any Receiver may, at its sole discretion and at the cost and expense of the Chargor, redeem, take a transfer of and/or repay the indebtedness secured by such other Security. All amounts paid by the Security Agent or a Receiver under this Clause will form part of the Secured Liabilities.

6.6 Appropriation of payments

Any appropriation by the Security Agent or a Receiver under this Deed will override any appropriation by the Chargor.

6.7 Financial collateral

6.7.1 To the extent that any of the assets mortgaged, assigned or charged under this Deed constitute "financial collateral" and this Deed constitutes a "financial collateral arrangement" (in each case, for the purpose of and as defined in the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**FC Regulations**")), the Security Agent will have the right at any time when such Security is enforceable to appropriate all or any part of that financial collateral in such manner as it sees fit in or towards the satisfaction of the Secured Liabilities.

6.7.2 Where any financial collateral is appropriated, its value shall be:

6.7.2.1 in the case of cash, its face value at the time of the appropriation;

6.7.2.2 if the financial collateral is listed or traded on a recognised exchange, the value at which it could have been sold on that exchange at the time of appropriation; and

6.7.2.3 in any other case, the amount reasonably determined by the Security Agent by such process as it may select, including independent valuation,

and the Chargor agrees that the method of valuation provided for in this Clause 6.7.2 is commercially reasonable for the purposes of the FC Regulations.

6.8 Demands

Any demand for payment made by any Secured Party shall be valid and effective even if it contains no statement of the relevant Secured Liabilities or an inaccurate or incomplete statement of them.

7. POWERS OF A RECEIVER

7.1 General powers

Any Receiver will have:

7.1.1 the rights, powers, privileges and immunities conferred on receivers, receivers and managers and mortgagees in possession under the LPA;

7.1.2 the rights, powers, privileges and immunities conferred on administrative receivers (whether or not that Receiver is an administrative receiver) under the Insolvency Act; and

7.1.3 all other rights, powers, privileges and immunities conferred by law or regulation on receivers, receivers and managers, mortgagees in possession and administrative receivers.

7.2 Specific powers

The rights, powers and remedies provided in this Deed are in addition to any rights, powers and remedies under law or regulation. Any Receiver will have the following additional powers:

7.2.1 the power to do or omit to do anything which the Chargor could do or omit to do in relation to the Secured Property which is the subject of the appointment;

7.2.2 the power to do all other acts and things which the Receiver may consider desirable or necessary for realising any of the Secured Property or incidental or conducive to any of the rights, powers and discretions conferred on a Receiver under this Deed or by law or regulation; and

7.2.3 the power to use the Chargor's name for all the above purposes.

7.3 **Variation of statutory powers**

The following statutory provisions do not apply to this Deed or any Security created by this Deed:

- 7.3.1 the restriction on the consolidation of mortgages in section 93 of the LPA;
- 7.3.2 the restrictions on the power to grant or accept the surrender of leases in sections 99 and 100 of the LPA;
- 7.3.3 the conditions to the exercise of a power of sale in section 103 of the LPA;
- 7.3.4 the restrictions on the application of proceeds by a mortgagee or receiver in sections 105, 107(2) and 109(8) of the LPA; and
- 7.3.5 the restrictions on the appointment of a receiver in section 109(1) of the LPA and the provisions regarding a receiver's remuneration in section 109(6) of the LPA.

8. **APPLICATION OF PROCEEDS**

8.1 **Order of priority**

All amounts received by any Secured Party in connection with the enforcement of the Security created by this Deed will be applied, to the extent permitted by applicable law, in accordance with the provisions of the Facility Agreement.

8.2 **New accounts**

If at any time:

- 8.2.1 any of the Chargor's obligations cease to be continuing obligations for any reason; or
- 8.2.2 a Secured Party receives or is deemed to have received notice of subsequent Security over any of the Secured Property,

each Secured Party may open a new account with the Chargor. If a Secured Party does not open a new account, it will be treated as having done so at the time when the Chargor's obligations cease to be continuing obligations or, as the case may be, the relevant notice of subsequent security was received and, as from that time, all payments made by or on behalf of the Chargor to that Secured Party will be credited or be treated as having been credited to the relevant new account and not as having been applied in discharge of the Secured Liabilities.

8.3 **Release of Secured Property**

If the Security Agent is satisfied that all the Secured Liabilities have, subject to Clauses 11.1 (*Reinstatement*) and 11.2 (*Avoidable payments*), been unconditionally and irrevocably paid and discharged in full and all facilities which might give rise to Secured Liabilities terminated, the Security Agent will, at the request and cost of the Chargor, execute such documents and take such steps necessary to release the Secured Property from the Security created by this Deed.

9. **PROTECTION OF THIRD PARTIES**

9.1 No buyer from, or other person dealing with any Secured Party, will be concerned to enquire whether:

- 9.1.1 any money remains due under the Finance Documents;

9.1.2 any power which that Secured Party is purporting to exercise has arisen or become exercisable; or

9.1.3 that Secured Party is validly appointed and acting within its powers in accordance with this Deed.

9.2 The receipt of any Secured Party will be an absolute and conclusive discharge to a purchaser of any of the Secured Property who will have no obligation to enquire how any monies are applied.

10. **PROTECTION OF SECURITY AGENT**

10.1 **No liability as mortgagee in possession**

No Secured Party will be liable to account to the Chargor as mortgagee in possession by reason of entering into possession of any of the Secured Property, nor for any cost, loss or liability on realisation, nor for any default or omission for which a mortgagee in possession might be liable.

10.2 **Tacking**

The Security created by this Deed is intended to secure any further advances which any Secured Party is obliged to make under the Finance Documents.

10.3 **Discretion of the Secured Parties**

Each Secured Party is entitled to exercise its rights, powers and discretions under this Deed in accordance with the terms of the Finance Documents and the Chargor does not have any right to control or restrict any Secured Party's exercise of any of its rights, powers or discretions under this Deed.

11. **SAVING PROVISIONS**

11.1 **Reinstatement**

If, at any time, there has been a release, settlement or discharge of the Chargor's obligations under this Deed and, as a consequence of any Insolvency Event or for any other reason:

11.1.1 any payment made to any person in respect of any of the Secured Liabilities is required to be repaid; and/or

11.1.2 any Security (or other right) held by the Secured Parties in respect of any of the Secured Liabilities (whether under this Deed or otherwise) is declared void, is set aside or is otherwise affected,

then the Chargor's obligations under this Deed will continue in effect as if there had been no such release, settlement or discharge and as if the relevant payment had not been made and/or (as applicable) the relevant obligation or Security (or other right) had not been so affected; and accordingly (but without limiting the Secured Parties' other rights under this Deed) the Security Agent will be entitled to recover from the Chargor the value which the Security Agent has placed upon such Security (or other right) or the amount of any such payment as if such release, settlement or discharge had not occurred.

11.2 **Avoidable payments**

If the Security Agent, acting reasonably, considers that any amount paid by or on behalf of the Chargor in respect of the Secured Liabilities is capable of being avoided, set aside or ordered to be refunded or reduced for any reason then, for the purposes of this Deed, such amount will not be considered to have been irrevocably paid.

11.3 **Waiver of defences**

The obligations of the Chargor under this Deed and the Security created by this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed or the Security created by this Deed (without limitation and whether or not known to it or any Secured Party) including:

- 11.3.1 any time, waiver or consent granted to, or composition with, the Chargor or other person;
- 11.3.2 the release of any other person under the terms of any composition or arrangement with any creditor of the Chargor;
- 11.3.3 the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, the Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- 11.3.4 any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of the Chargor or any other person;
- 11.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- 11.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- 11.3.7 any insolvency or similar proceedings.

11.4 Chargor Intent

Without prejudice to the generality of Clause 11.4 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

11.5 Immediate recourse

The Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

11.6 Appropriations

Until all amounts which may be or become payable by the Chargor under or in connection with the Finance Documents have been irrevocably paid in full, each Secured Party (or any trustee or agent on its behalf) may:

- 11.6.1 refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect

of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and

11.6.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

12. CHANGES TO THE PARTIES

12.1 No assignment by Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

12.2 Assignment by Security Agent

The Security Agent may assign any of its rights or transfer any of its rights or obligations under this Deed in accordance with the terms of the Facility Agreement.

13. COUNTERPARTS

This Deed 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 Deed.

14. GOVERNING LAW

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

15. JURISDICTION

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

15.2 The parties to this Deed 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 Deed will argue to the contrary.

15.3 This Clause 15 is for the benefit of the Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1

Insurances

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
Allianz Insurance with policy number SP26918137/03	1 June 2023 - 31 May 2024	Allianz Insurance plc, Allianz House, 60 Gracechurch Street, London, EC3V 0HR

SCHEDULE 2

Notices

Part I Form of notice relating to Insurances

To: [NAME AND ADDRESS OF INSURANCE COMPANY / UNDERWRITER]

Dated: [DATE]

Notice of Security

1. We refer to [SPECIFY POLICY], policy number [NUMBER] between us and you (the "**Policy**").
2. We give you notice that, under a security agreement dated [DATE], we have assigned by way of security to [SECURITY AGENT] (the "**Security Agent**") all of our present and future rights, title and interest in, under and to the Policy and all proceeds and claims arising from the Policy.
3. [We give you notice that in [DETAILS OF DEED OF RELEASE] [NAME OF OUTGOING LENDER/SECURITY AGENT] has re-assigned to us all rights, title and interest in and to the Policy in and to the extent that we assigned such rights, title and interest to [NAME OF OUTGOING LENDER/SECURITY AGENT].]
4. We may not agree to amend or terminate the Policy without the prior written consent of the Security Agent.
5. Until you receive written notice to the contrary from the Security Agent, you may continue to deal with us in relation to the Policy. After you receive such notice, we will cease to have any right to deal with you in relation to the Policy and you must deal directly with or upon the written instructions of the Security Agent.
6. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 6.1 to disclose such information relating to the Policy and to give such acknowledgements and undertakings relating to the Policy as the Security Agent may from time to time request; and
 - 6.2 to make all payments under or in connection with the Policy as directed by the Security Agent; and
 - 6.3 to give at least 30 days' notice to the Security Agent if you propose to:
 - 6.3.1 repudiate, rescind or cancel the Policy;
 - 6.3.2 treat the Policy as avoided in whole or in part;
 - 6.3.3 treat the Policy as expired due to non-payment of premium (and in such notice you must give the Security Agent the opportunity to rectify any such non-payment of premium within the notice period); or
 - 6.3.4 otherwise decline any claim under the Policy by or on behalf of any insured party.
7. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Agent.

8. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
9. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Acknowledgement of Notice of Security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Policy [(other than the assignment to [NAME OF OUTGOING LENDER/SECURITY AGENT] referred to in the notice)] and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off, counterclaim or other similar right in relation to amounts payable in connection with the Policy.

Yours faithfully,

.....
For and on behalf of
[INSURANCE COMPANY / UNDERWRITER]

Part II
Form of notice relating to Lease Documents

To: [NAME AND ADDRESS OF TENANT / LICENSEE / OCCUPIER]

Dated: [DATE]

Notice of Security

1. We refer to [LEASE DOCUMENT] between you and us dated [DATE] (the "**Lease**").
2. We give you notice that, under a security agreement dated [DATE], we have assigned by way of security to [SECURITY AGENT] (the "**Security Agent**") all of our present and future rights, title and interest in, under and to the Lease, including all monies payable thereunder and the proceeds of all claims and judgments for breach of covenant.
3. [We give you notice that in [DETAILS OF DEED OF RELEASE] [NAME OF OUTGOING LENDER/SECURITY AGENT] has re-assigned to us all rights, title and interest in and to the Lease in and to the extent that we assigned such rights, title and interest to [NAME OF OUTGOING LENDER/SECURITY AGENT].]
4. We may not without the prior consent of the Security Agent:
 - 4.1 [agree to any amendment, supplement, extension, waiver, surrender or release in respect of the Lease;
 - 4.2 exercise any right to break, determine or extend the Lease;
 - 4.3 commence any forfeiture or irritancy proceedings in respect of the Lease;
 - 4.4 consent to any sublease or assignment of your interest under the Lease;
 - 4.5 agree to any change of use under, or rent review in respect of, the Lease (except where required to do so under the terms of the Lease);
 - 4.6 serve any notice on you (or on any guarantor) which would entitle you to a new lease or tenancy; or
 - 4.7 assign any of our rights or transfer any of our rights or obligations under the Lease]
5. Until you receive written notice to the contrary from the Security Agent, you may continue to deal with us in relation to the Lease. After you receive such notice, we will cease to have any right to deal with you in relation to the Lease and you must deal directly with or upon the written instructions of the Security Agent. We will remain liable to perform all our obligations under the Lease and the Security Agent is under no obligation of any kind under the Lease and assumes no liability in the event of any failure by us to perform our obligations under the Lease.
6. With effect from the date of this notice, we irrevocably and unconditionally authorise and instruct you:
 - 6.1 to disclose such information relating to the Lease and to give such acknowledgements and undertakings and agreements relating to the Lease as the Security Agent may from time to time request; and
 - 6.2 to pay all amounts under or in connection with the Lease to the account [in our name] with [ACCOUNT BANK] (account number [] and sort code []), unless otherwise directed by the Security Agent.
7. This notice and the authority and instructions it contains may only be revoked or amended with the written consent of the Security Agent.

8. This notice and any non-contractual obligations arising out of or in connection with it are governed by the law of England and Wales.
9. Please confirm your agreement to the above by signing the enclosed copy of this notice and returning it to the Security Agent (with a copy to us).

Yours faithfully,

.....
For and on behalf of
[CHARGOR]

[To be included on copy notice:]

To: [NAME, ADDRESS AND DEPARTMENT OF SECURITY AGENT]

Copy to: [NAME AND ADDRESS OF CHARGOR]

Dated: [DATE]

Acknowledgement of Notice of Security

We acknowledge receipt of the above notice. Terms defined in the notice apply to this acknowledgement. We confirm that we:

1. have not received notice of any previous assignment of or charge over the Lease [(other than the assignment to [NAME OF OUTGOING LENDER/SECURITY AGENT] referred to in the notice)] and will promptly notify you if we receive any such notice in the future;
2. will comply with the terms of the notice; and
3. will not claim or exercise any right of set-off or counterclaim or any other similar right in relation to amounts payable in connection with the Lease.

Yours faithfully,

.....
For and on behalf of
[TENANT / LICENSEE / OCCUPIER]

SCHEDULE 3

Form of Supplemental Mortgage

This Supplemental Mortgage is made as a deed on [DATE] between:

- (1) **THE POLLEN ESTATE TRUSTEE COMPANY LIMITED**, registered in England and Wales (registered number 04533902) in its capacity as the sole trustee of **THE POLLEN ESTATE** (the "**Company**"); and
- (2) **NATIONAL WESTMINSTER BANK PLC** as security trustee for the Secured Parties (the "**Security Agent**").

1. **INTERPRETATION**

1.1 **Definitions**

In this Supplemental Mortgage:

"Facility Agreement" means a facility agreement dated [DATE] between, amongst others, the Company, the Security Agent and the Finance Parties.

"Mortgaged Property" means the Real Property listed in Part I of the Schedule (*Details of Secured Property*).

"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.

"Security Agreement" means a security agreement dated [DATE] between the Company and the Security Agent.

1.2 **Construction**

In this Supplemental Mortgage:

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

1.2.2 the provisions of clause 1.2 (Construction) of the Security Agreement apply to this Supplemental Mortgage as if set out in full in this Supplemental Mortgage, except that references to "this Deed" in the Security Agreement shall be construed as references 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 (the "**Third Parties Act**") 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.
- 1.4.3 Any Receiver, Delegate or any person described in clause 27.11.2 (*Exclusion of liability*) of the Facility Agreement may, subject to this Clause 1.4 and the Third Parties Act, rely on any clause of this Supplemental Mortgage or the Security Agreement which expressly confers rights on it.

2. **COVENANT TO PAY**

The Company, as principal debtor and not just as surety, covenants with the Security Agent 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 3.3 (*Assignment*)), all Associated Benefits relating to any of the Secured Property.

3.3 **Assignment**

The Company assigns by way of security:

- 3.3.1 the Insurances listed in Part II of the Schedule (*Details of Secured Property*);
- 3.3.2 the Lease Documents; and
- 3.3.3 the Rental Income,

together with all Associated Benefits relating to the Secured Property.

4. **INCORPORATION OF PROVISIONS**

- 4.1 The terms of the Security Agreement apply to the Mortgaged Property to the extent that they apply to the Real Property listed in Schedule 1 (*Secured Property*) of the Security Agreement 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 Security Agreement shall be construed as references to this Supplemental Mortgage; and

4.1.2 references to the Real Property listed in Schedule 1 (*Secured Property*) to the Security Agreement shall be construed as references to 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 HM 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 NATIONAL WESTMINSTER BANK PLC referred to in the charges register, or its conveyancer."

and, where applicable, notice of any obligation on the Secured Parties 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 Security Agreement 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 Security Agreement shall be read and construed as one document and, in particular, the definition of "Secured Property" in the Security Agreement shall include the Secured Property; and

6.2.2 the Company acknowledges that references to a "Security Agreement" in the Facility Agreement are references to the Security Agreement 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 Secured Parties only. As a result, no Secured Party will be prevented from taking proceedings relating to a Dispute in any other court with

jurisdiction. To the extent allowed by law, the Secured Parties 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

Details of Secured Property

Part I – Mortgaged Property

Address/description of the Real Property	Title number
[]	[]
[]	[]

Part II – Insurances

Brief description of policy, including policy number	Date of policy	Insurance company or underwriter (including address for service of notices)
[]	[]	[]
[]	[]	[]

EXECUTION of SUPPLEMENTAL MORTGAGE

[INSERT EXECUTION PROVISIONS]

EXECUTION of SECURITY AGREEMENT

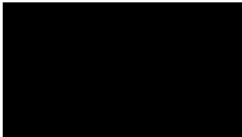
THE CHARGOR

Executed as a deed by **POLLEN**)
COMPANY SECRETARY LIMITED)
acting by William James Naunton (a)
director) as attorney for and on behalf)
of **THE POLLEN ESTATE TRUSTEE**)
COMPANY LIMITED in its capacity as)
sole trustee of **THE POLLEN ESTATE**
under a power of attorney dated 24
January 2023)


Signature of Director

in the presence of:

Signature of witness:



Witness name:

Tom Warren

Witness address:

DLA Piper UK LLP
160 Aldersgate St
London EC1A 4HT

THE SECURITY AGENT

Executed as a deed by _____,)
as attorney for **NATIONAL WESTMINSTER**
BANK PLC,)
in the presence of:)

.....
as attorney for **NATIONAL WESTMINSTER**
BANK PLC

Witness signature:

I confirm that I was physically present when the
attorney signed this Deed.

Witness name:

Witness address:

Witness occupation:

EXECUTION of SECURITY AGREEMENT

THE CHARGOR

Executed as a deed by **POLLEN**)
COMPANY SECRETARY LIMITED)
acting by William James Naunton (a)
director) as attorney for and on behalf)
of **THE POLLEN ESTATE TRUSTEE**)
COMPANY LIMITED in its capacity as)
sole trustee of **THE POLLEN ESTATE**
under a power of attorney dated 24
January 2023)

.....
Signature of Director

in the presence of:

Signature of witness:

Witness name:

Witness address:

THE SECURITY AGENT

Executed as a deed by **PHILIP BAKER**)
as attorney for **NATIONAL WESTMINSTER**
BANK PLC,)
in the presence of:)

.....
as attorney for **NATIONAL WESTMINSTER**
BANK PLC

Witness signature:

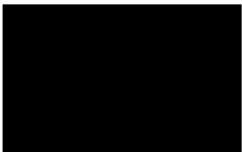
I confirm that I was physically present when the
attorney signed this Deed.

Witness name: **CRISTY AJEDITI**

Witness address: **ONE WOOD STREET**
LONDON
EC2V 7WS

Witness occupation: **TRAINEE**
SOLICITOR

PLAN 1



PLAN 1

