



Registration of a Charge

Company Name: **U AND I IPA SC LIMITED**

Company Number: **12798332**



XBDY2ZHN

Received for filing in Electronic Format on the: **04/10/2022**

Details of Charge

Date of creation: **16/09/2022**

Charge code: **1279 8332 0007**

Persons entitled: **DEUTSCHE TRUSTEE COMPANY LIMITED AS OBLIGOR SECURITY TRUSTEE**

Brief description: **LAND AND BUILDINGS SITUATE AND KNOWN AS THE MALL SHOPPING CENTRE, ARMAGH AS COMPRISED IN LAND REGISTRY FOLIOS AR113334L, AR130297L, AR130799 AND AR113335, ALL COUNTY ARMAGH**

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: **PARADIS MCCALL ON BEHALF OF CMS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12798332

Charge code: 1279 8332 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th September 2022 and created by U AND I IPA SC LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th October 2022 .

Given at Companies House, Cardiff on 6th October 2022

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

DATE: 16 September 2022

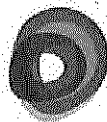
**MORTGAGE AND CHARGE RELATING TO THE REAL PROPERTY SPECIFIED IN THE
SCHEDULE**

Between

U AND I IPA SC LIMITED
(as Obligor)

and

DEUTSCHE TRUSTEE COMPANY LIMITED
(as Obligor Security Trustee)



**CARSON
McDOWELL**

Murray House
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Belfast
BT1 6DN

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www.carson-mcdowell.com

LAND REGISTRY

FOLIOS: AR130799, AR113335, AR130297L and AR113334L
COUNTY: ARMAGH
REGISTERED OWNER: U AND I IPA SC LIMITED

THIS MORTGAGE is made by way of deed on 16 September 2022 by:

- (1) **U AND I IPA SC LIMITED** (registered in England and Wales with company number 12798332 and with its registered office at 7a Howick Place, London, United Kingdom, SW1P 1DZ) (the "**Obligor**") in favour of:
- (2) **DEUTSCHE TRUSTEE COMPANY LIMITED** (company registration number 00338230) in its capacity as obligor security trustee for the Obligor Secured Creditor (the "**Obligor Security Trustee**" which expression shall include all persons for the time being the security trustee or security trustees of the Obligor Security Documents).

THIS DEED WITNESSES AS FOLLOWS:

1. INTERPRETATION AND DEFINITIONS

Unless otherwise defined herein or the context otherwise requires, terms defined in Schedule 12 (*Master Definitions Schedule*) of the Common Terms Agreement dated 3 November 2004 (as amended and/ or restated from time to time) between, *inter alios*, the Obligor Security Trustee and Land Securities Capital Markets PLC (the "**Common Terms Agreement**") shall have the same meanings when used herein and the principles of interpretation set out in such Schedule 12 shall apply in the construction hereof.

2. MORTGAGE

The Obligor as continuing security for the payment and discharge of the Secured Obligations, as beneficial owner:

- 2.1 by way of first ranking legal mortgage GRANTS, DEMISES and ASSIGNS unto the Obligor Security Trustee ALL THAT AND THOSE its freehold and leasehold lands, hereditaments, premises and property specified in the Schedule (*Mortgaged Property*) (the "**Mortgaged Property**"), title to which is not registered or registerable in the Land Registry of Northern Ireland including, without prejudice to the generality of the foregoing, such part of the Mortgaged Property as is not registered in the Land Registry of Northern Ireland TO HOLD the same as to so much thereof as is of freehold tenure unto the Obligor Security Trustee for the term of 10,000 years from the date hereof and as to so much thereof as is of leasehold tenure unto the Obligor Security Trustee for the residue of the respective terms of years for which the Obligor from time to time holds the same less the last three days of each such terms, PROVIDED that the Obligor hereby declares that it shall henceforth stand possessed of such of the Mortgaged Property as is of leasehold tenure for the last three days or respective last days of the term or terms of years for which the same is held by it, and for any further or other interest which it now has or may hereafter acquire or become entitled to in the same or any part thereof by virtue of any Act or Acts of Parliament or otherwise howsoever, in trust for the Obligor Security Trustee and to be conveyed assigned or otherwise dealt with whether to the Obligor Security Trustee or its nominee or

otherwise as the Obligor Security Trustee shall direct but subject to the same equity of redemption as may for the time being be subsisting in the Mortgaged Property, and the Obligor further agrees that (subject as aforesaid) the Obligor Security Trustee shall be entitled to the custody of all the title deeds of the Mortgaged Property, and the Obligor hereby further authorises the Obligor Security Trustee as mortgagee during the continuance of this security to remove it or any other person from being a trustee in respect of the trust hereinbefore declared and to appoint the Obligor Security Trustee or any other person or persons to be a trustee or trustees in respect of the Mortgaged Property, and whereupon to make a declaration vesting all and any of its estate and interest in the Mortgaged Property in such new trustee or trustees, and so (but without prejudice to the generality of the foregoing) that any such trustee or trustees, may be any Receiver or Receivers of the Mortgaged Property appointed by the Obligor Security Trustee; and

- 2.2 by way of first fixed charge CHARGES unto the Obligor Security Trustee such of the Mortgaged Property as is registered or as is registrable in the Land Registry of Northern Ireland and hereby assents to the registration of the charge as a burden on the Mortgaged Property by way of fixed charge any right, title or interest which it has now at the date of this Deed.

3. APPLICATION TO THE LAND REGISTRY OF NORTHERN IRELAND

- 3.1 The Obligor consents to an application being made by the Obligor Security Trustee to the Land Registry of Northern Ireland for registration of an inhibition to be entered on the relevant folio(s) of all Mortgaged Property (including any unregistered properties subject to compulsory first registration at the date of this Deed) on the prescribed Land Registry of Northern Ireland form and in the following or substantially similar terms:

"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 mortgage and charge dated [date] in favour of Deutsche Trustee Company Limited referred to in Part III of the folio(s)."

4. GOVERNING LAW

This Deed is governed by the laws of Northern Ireland.

THIS DEED has been executed as, as is intended to take effect as, a deed by each of the parties hereto and is delivered by them on the date specified above.

**SCHEDULE
MORTGAGED PROPERTY**

REGISTERED PROPERTY

LAND AND BUILDINGS SITUATE AND KNOWN AS THE MALL SHOPPING CENTRE, ARMAGH
AS COMPRISED IN LAND REGISTRY *FOLIOS* AR113334L, AR130297L, AR130799 AND
AR113335, ALL COUNTY ARMAGH

UNREGISTERED PROPERTY

None at the date of this Deed.

EXECUTED as a DEED by U and I IPA SC
Limited acting by a duly authorised director in
the presence of two witnesses (unless one witness
is a solicitor)

Signature



Director

Michael Hood



Signature of Witness

LEIGH MCCAHENY

Print name



Address

COMPANY SECRETARY

Occupation



Signature of Witness

RICHARD BLACKWELL

Print name



Address

CHARTERED ACCOUNTANT

Occupation

**EXECUTED as a DEED by
DEUTSCHE TRUSTEE COMPANY LIMITED**

by:



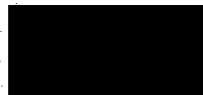
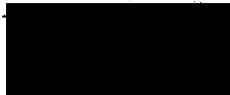
Attorney



Attorney

In the presence of:

**Olufemi Oye
Director**



NAME: *David Britton*

NAME: *David Britton*

ADDRESS:



ADDRESS:

