



Registration of a Charge

Company Name: **44 CAPITAL NEWCO LIMITED**

Company Number: **05518940**



XEWMU0P4

Received for filing in Electronic Format on the: **25/02/2026**

Details of Charge

Date of creation: **20/02/2026**

Charge code: **0551 8940 0006**

Persons entitled: **COUTTS & COMPANY**

Brief description: **BY WAY OF LEGAL MORTGAGE OF ALL LEGAL INTERESTS AND OTHERWISE BY WAY OF FIXED CHARGE (TO THE FULL EXTENT OF THE MORTGAGOR'S INTEREST IN THE PROPERTY OR ITS PROCEEDS OF SALE), THE FREEHOLD PROPERTY KNOWN AS (1) 127 BRADFORD ROAD, IDLE, BRADFORD BD10 8SX (WITH LAND REGISTRY TITLE NUMBER WYK680344) (2) 129 BRADFORD ROAD, IDLE BRADFORD BD10 8SX (WITH LAND REGISTRY TITLE NUMBER WYK235619) AND (3) FRIARS WORKS, BRADFORD ROAD, IDLE, BD10 8SX (WITH LAND REGISTRY TITLE NUMBER WYK365986). FOR FURTHER DETAILS PLEASE REFER TO THE CHARGE INSTRUMENT.**

Contains fixed charge(s).

Contains negative pledge.

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:

WOMBLE BOND DICKINSON (UK) LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 5518940

Charge code: 0551 8940 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th February 2026 and created by 44 CAPITAL NEWCO LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 25th February 2026 .

Given at Companies House, Cardiff on 3rd March 2026

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**

5 LAND Co Com Direct

Legal Charge

Secs 3 Commercial (09/03)

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE MORTGAGOR'S OBLIGATIONS ARE NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED. IN THE CASE OF REGISTERED LAND THIS DOCUMENT AND ANY PRIORITY AGREEMENT WITH ANY OTHER LENDER WILL BE PUBLIC DOCUMENTS.

Date: 20 February 2026

Definitions

Mortgagor: 44 Capital Newco Limited (Company No. 05518940) whose registered office is situate at Thorp Arch Grange Walton Road Thorp Arch Wetherby West Yorkshire England LS23 7BA

Property: See Schedule 1 – The Properties

Charged Assets: The assets charged by Clause 1.2

Facility Agreement: The facility agreement originally dated 11 February 2025 as amended and restated on or about the date of this deed between, *inter alia*, the Mortgagor as an obligor, Coutts & Company as original lender, the Security Agent and NatWest Markets plc as original hedge counterparty

Goodwill: The present and future goodwill of any business carried on at the Property by or on behalf of the Mortgagor

Mortgagor's Obligations: All the Mortgagor's liabilities and/or obligations of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) to any Secured Party under the Finance Documents or any of them

Required Currency: The currency or currencies in which the Mortgagor's Obligations are expressed from time to time

Security Agent: Coutts & Company (Company No. 36695) whose registered office is situate at 440 Strand London WC2R 0QS, as security trustee for the Secured Parties

Charge

1 **The** Mortgagor covenants with the Security Agent as security trustee for the Secured Parties to discharge the Mortgagor's Obligations in accordance with the terms of the Finance Documents and as a continuing security for such discharge and with full title guarantee charges to the Security Agent as security trustee for the Secured Parties (and the Security Agent shall hold the benefit of this deed and the Security created by or pursuant to it on trust for the Secured Parties):-

1.1 **By** way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Mortgagor's interest in the Property or its proceeds of sale)

1.2 **By** way of fixed charge:-

1.2.1 **All** the fixtures and fittings of the Mortgagor from time to time attached to the Property

1.2.2 **All** the plant and machinery vehicles and computer equipment of the Mortgagor present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts

1.2.3 **All** furniture furnishings equipment tools and other chattels of the Mortgagor now and in the future at the Property and not regularly disposed of in the ordinary course of business

1.3 **By** way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets

Repair Alteration and Insurance

- 2.1 **The** Mortgagor will keep the Property and the Charged Assets in good condition and comprehensively insured to the Security Agent's reasonable satisfaction for their full reinstatement cost and in default the Security Agent (and, in respect of entry and repair, such person or persons as the Security Agent shall nominate) may enter and repair or insure the Property and the Charged Assets without becoming liable to account as mortgagee in possession. The Mortgagor will deposit with the Security Agent the insurance policy (or where the Security Agent agrees a copy of it) and all deeds and documents of title relating to the Property
- 2.2 **The** Mortgagor will not without the prior written consent of the Security Agent make any alteration to the Property which would require Planning Permission or approval under any Building Regulations
- 2.3 **The** Mortgagor will hold in trust for the Security Agent all money received under any insurance of the Property or the Charged Assets and at the Security Agent's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Mortgagor's Obligations

Restrictions on Charging Leasing Disposing and Parting with possession

- 3.1 **The** Mortgagor will not without the Security Agent's prior written consent:-
 - 3.1.1 **Create** or permit to arise any mortgage charge or lien on the Property the Charged Assets or the Goodwill
 - 3.1.2 **Grant** or accept a surrender of any lease or licence of the Property the Charged Assets or the Goodwill
 - 3.1.3 **Dispose** of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill
- 3.2 **If** the Security Agent does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee. In the case of Registered Land this will require registration and will be a public document
- 3.3 **The** Mortgagor applies and agrees that the Security Agent may apply for a restriction to be entered on the Register of any Registered Land that no disposition of the Registered estate by the proprietor(s) of the Registered estate or by the proprietor(s) of any Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Security Agent referred to in the Charges Register

Powers of the Security Agent

- 4.1 **The** Security Agent may without restriction grant or accept surrenders of leases of the Property and the Charged Assets
- 4.2 **Section 103** of the Law of Property Act 1925 shall not apply and the Security Agent may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed
- 4.3 **The** Security Agent may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property the Charged Assets and the Goodwill and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Mortgagor and the Mortgagor shall be solely responsible for the Receiver's acts defaults and remuneration
- 4.4 **All** or any of the powers conferred on a Receiver by Clause 5 may be exercised by the Security Agent without first appointing a Receiver or notwithstanding any appointment
- 4.5 **Neither** the Security Agent nor any other Secured Party will be liable to account to the Mortgagor as mortgagee in possession for any money not actually received by the Security Agent or any other Secured Party
- 4.6 **Section 93(1)** of the Law of Property Act 1925 shall not apply to this deed
- 4.7 **A** Finance Party may exchange or convert to the Required Currency any currency held or received
- 4.8 **Neither** the Security Agent nor any other Secured Party shall be under any obligation in relation to the Property or the Charged Assets as a consequence of this deed and the Mortgagor shall at all

times remain liable to perform all obligations expressed to be assumed by it in respect of the Property and the Charged Assets

Receivers

- 5.1 **Any** Receiver appointed by the Security Agent shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally:-
- 5.1.1 **To** take possession of and generally manage the Property and the Charged Assets and any business carried on at the Property
 - 5.1.2 **To** carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment
 - 5.1.3 **To** purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land
 - 5.1.4 **To** sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property the Charged Assets and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property
 - 5.1.5 **To** carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Mortgagor
 - 5.1.6 **To** take continue or defend any proceedings and enter into any arrangement or compromise
 - 5.1.7 **To** insure the Property and the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
 - 5.1.8 **To** employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies
 - 5.1.9 **To** borrow any money and secure the payment of any money in priority to the Mortgagor's Obligations for the purpose of the exercise of any of his powers
 - 5.1.10 **To** do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property the Charged Assets and the Goodwill
- 5.2 **If** the Mortgagor is an individual the Mortgagor grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Mortgagor at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property. The Receiver will account to the Security Agent for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Security Agent to the Mortgagor
- 5.3 **A** Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and sections 109(6) and (8) (Appointment, powers, remuneration and duties of receiver) of the Law of Property Act 1925 shall not apply to a Receiver appointed under this deed

Power of Attorney

- 6 **The** Mortgagor irrevocably appoints the Security Agent and any Receiver severally to be the Attorney of the Mortgagor (with full power of substitution and delegation) in the Mortgagor's name and on the Mortgagor's behalf and as the Mortgagor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Security Agent or any Receiver pursuant to this deed or the exercise of any of their powers

Subsequent Security

- 7 **A** Secured Party may open a new account or accounts upon receiving actual or constructive notice of any charge or interest affecting the Property the Charged Assets or the Goodwill. Whether or not a Secured Party opens any such account no payment received by any Secured Party after receiving such notice shall be appropriated towards or have the effect of discharging any part of the Mortgagor's Obligations outstanding at the time of receiving such notice

Preservation of other Security and Rights and Further Assurance

- 8.1 **This** deed is in addition to any other Security present or future held by the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties for the Mortgagor's Obligations and shall not merge with or prejudice such other Security or any contractual or legal rights of the Security Agent (whether in its capacity as trustee or otherwise) or any of the other Secured Parties
- 8.2 **The** Mortgagor will at the Mortgagor's own cost at the Security Agent's request execute any deed or document and take any action required by the Security Agent to perfect this Security or further to secure the Mortgagor's Obligations on the Property the Charged Assets and the Goodwill

Memorandum and Articles of Association

- 9 **If** the Mortgagor is a company the Mortgagor certifies that this deed does not contravene the Mortgagor's Memorandum and Articles of Association

Notices

- 10.1 **Any** notice or demand by the Security Agent may be sent by post or fax or delivered to the Mortgagor at the Mortgagor's address last known to the Security Agent or if the Mortgagor is
- 10.1.1 **A** company may be served personally on any of its directors or its secretary
- 10.1.2 **A** limited liability partnership may be served personally on any of its members
- 10.2 **A** notice or demand by the Security Agent by post shall be deemed served on the day after posting
- 10.3 **A** notice or demand by the Security Agent by fax shall be deemed served at the time of sending

Assignment

- 11 **The** Mortgagor may not assign or otherwise transfer any of its rights and obligations under this deed

Governing Law

- 12 **This** deed shall be governed by and construed in accordance with English law

Interpretation

- 13.1 **Unless** otherwise defined in this deed, a term defined in the Facility Agreement has the same meaning when used in this deed or any notices, acknowledgements or other documents issued under or in connection with this deed
- 13.2 **Clauses** 1.2 (Construction) and 8.4 (Default interest) of the Facility Agreement are deemed to be incorporated in this deed as if set out here in full but so that each reference in those clauses to "this Agreement" or "a Finance Document" shall be read as a reference to this deed and each reference to an "Obligor" or "Obligors" were to the Mortgagor
- 13.3 **If** two or more persons are included in the expression "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Mortgagor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Secured Parties (and any of them) of the other or others of them
- 13.4 **References** to the "Property" and the "Charged Assets" include any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same. The "Property" also includes any share from time to time held by the Mortgagor in any landlord or management company of the Property
- 13.5 **Each** of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

Schedule 1 – The Properties

Description:	Tenure:	Land Registry Title No(s):	Administrative Area:
127 Bradford Road, Idle, Bradford BD10 8SX	Freehold	WYK680344	
129 Bradford Road, Idle Bradford BD10 8SX	Freehold	WYK235619	
Friars Works, Bradford Road, Idle, BD10 8SX	Freehold	WYK365986	

In Witness of which this deed has been duly executed

Executed as a deed by 44 Capital Newco Limited acting by a director in the presence of:

Signature of Director: [REDACTED]

Witness' name in full Terry Shaw

Signature [REDACTED]

Address [REDACTED]

[REDACTED]

Occupation [REDACTED]