

LEGAL MORTGAGE

Dated:

THIS IS AN IMPORTANT LEGAL DOCUMENT. WE RECOMMEND THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND THIS DOCUMENT BEFORE YOU SIGN IT

You confirm you have read and understood the warning above by initialling in this box:

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Key Mortgage Details	
You/Your	<p style="text-align: center;">of</p> <p>Where more than one of you are executing this Mortgage, when we refer to "you", we mean each of you individually and all of you together, as the context requires. The obligations under this Mortgage apply to each of you individually as well as jointly. This means we can ask all of you, some of you or just one of you to perform all of your obligations under this Mortgage including paying us the full amount of the Debt.</p>
Us, we and our	HSBC UK Bank plc. It includes anyone that we transfer our rights and/or obligations under this Mortgage to.
The Property	Property address: Land Registry title number:
Your assets that are secured	By entering into this Mortgage you are giving us security over the Property and your other assets listed in clause 3 (Assets).
Your obligations to us that are secured	You give us security under this Mortgage for the payment of the Debt .
What is the Debt?	The Debt is: <ul style="list-style-type: none">all amounts owed by the Borrower to us from time to time and may include, without limitation:

	<ul style="list-style-type: none"> ○ overdrafts, loans or money due under any facilities that we have granted to the Borrower or may grant to the Borrower in the future ○ any amounts under a guarantee or indemnity that the Borrower have given to us or may grant in the future ○ any liabilities under any foreign exchange or other derivative transactions ○ any commission or other charges and expenses ● any liabilities arising under this Mortgage <p>With or without your knowledge, we can increase the amount we make available to the Borrower at any time or change the terms applicable to the Debt. This means the Debt may increase. If you ask us to, we will inform you of the level of the Debt.</p> <p>The Debt is not any money and liabilities arising under a regulated agreement, as defined under section 189 of the Consumer Credit Act 1974 as may be amended or replaced from time to time.</p>
<p>What you are responsible for</p>	<p>By entering into this Mortgage you agree that if any of the Debt is not paid when due or if we enforce this Mortgage for any other reason, we may take possession of the Property and any other Assets that are secured under this Mortgage and use the money towards repayment of the Debt.</p>
<p>Borrower</p>	<p>Where there is more than one person named as the Borrower, when we refer to "Borrower", we mean each of the Borrowers individually and all of the Borrowers together, as the context requires.</p>

1. MEANING OF WORDS

- 1.1 The definitions in the Key Mortgage Details table above apply to the rest of this Mortgage.
- 1.2 Our Private Banking Mortgage Deed Conditions (2023 edition) (the "Conditions") are incorporated into this Mortgage. The Conditions contain other terms which affect you.

2. WHAT YOU AGREE TO PAY US

- 2.1 You agree to pay us in full and on demand any amount of the Debt which has not been paid when it becomes due
- 2.2 You **must** indemnify us and any receiver on demand against any costs, losses or liabilities we or any receiver incur:

- 2.2.1 because of a breach by you, or where there is more than one of you, any of you of this Mortgage; or
- 2.2.2 in **exercising** any powers or purported powers under or in connection with this Mortgage.

2.3 If we **think** we might, or if we have to, enforce or preserve our rights under, this Mortgage or have to investigate any breach of this Mortgage, you will promptly on demand pay us on a full indemnity basis our costs and expenses (including legal fees) associated with us taking such action.

2.4 If you fail to make payment in accordance with any demand, we will charge you interest at the rate which applies to the Debt or (where no other rate of interest is agreed in relation to any Debt) at a rate of 3% per year above our Private Banking base rate (as such base rate may change, and whenever such base rate is less than zero it shall be deemed to be zero) from the date of demand until the date on which you make the payment, if you fail to pay us in accordance with our demand.

What is our Private Banking base rate?

This is the underlying rate we (HSBC UK Bank plc, Private Banking) use to set the amounts we charge on amounts owing to us. Our base rates usually track interest rates set by central banks. For example, for pounds sterling our base rate is the Bank of England base rate. Details of our current base rates are available on request.

What does indemnify mean?

'Indemnify' means that you will fully protect and compensate us and any receiver and against losses and liabilities that we may, or any receiver may, incur.

3. THE SECURITY YOU GIVE US

You give us, with full title guarantee, and as continuing security for the payment of the Debt:

- 3.1 a legal mortgage over the Property;
- 3.2 an absolute assignment (subject to a proviso for reassignment on the irrevocable discharge in full of the Debt) of all your present and future right, title and interest in:
 - 3.2.1 all amounts due or owing to you in respect of the Property including under any lease or other right of occupation and any guarantee, security or other rights you have in relation to those amounts;
 - 3.2.2 all rights under policies of insurance;
 - 3.2.3 the benefit of all rights, documents, undertakings and warranties relating to the Property;

3.2.4 all **goodwill** of any business carried on at the Property at any time;

3.3 a first fixed charge over all your present and future right, title and interest in or to all **shares** and membership rights mentioned in clause 3 of the Conditions.

3.4 You will hold any Asset on trust for us if the security over it is ineffective.

4. YOU AGREE TO REGISTER A RESTRICTION AT THE LAND REGISTRY

You consent to us making an application to the Chief Land Registrar to enter the following restriction against the title of any land or property which is or becomes registered at the Land Registry and which is secured under this Mortgage:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated in favour of HSBC UK Bank plc referred to in the Charges Register"

IN WITNESS of the above, this document, which is intended to take effect as a deed, has been executed by you and is now delivered on the date mentioned above.

EXECUTION PAGES

This is an important legal document. we recommend that you obtain independent legal advice and make sure you understand this document and the conditions before you sign this document.

Executed as a Deed by the said

in the presence of:

Signature of Witness _____

Print full name _____

Address _____

Occupation _____

Executed as a Deed by the said

in the presence of:

Signature of Witness _____

Print full name _____

Address _____

Occupation _____

Executed as a Deed by the said

in the presence of:

Signature of Witness _____

Print full name _____

Address _____

Occupation _____

For and on behalf of HSBC UK Bank plc
