



**Registration of a Charge**

Company name: **ROBINSON PLC**

Company number: **00039811**

Received for Electronic Filing: **11/12/2018**



X7KKZQGH

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**Details of Charge**

Date of creation: **07/12/2018**

Charge code: **0003 9811 0012**

Persons entitled: **ROBINSONS' PENSIONS LIMITED**

Brief description: **FREEHOLD PROPERTY KNOWN AS GRIFFIN MILL, WHEATBRIDGE, CHESTERFIELD, S40 2AG. FOR MORE DETAILS OF LAND, SHIP, AIRCRAFT OR INTELLECTUAL PROPERTY CHARGED PLEASE REFER TO THE INSTRUMENT**

**Contains floating charge(s) .**

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**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 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CHARLES WILLIAM GUY ROBINSON**



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

Company number: 39811

Charge code: 0003 9811 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th December 2018 and created by ROBINSON PLC was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th December 2018 .

Given at Companies House, Cardiff on 12th December 2018

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**

*7 December*

**2018**

**(1) ROBINSON PLC  
as Chargor**

**- and -**

**(2) ROBINSONS' PENSIONS LIMITED  
as Lender**

**LEGAL CHARGE**  
relating to  
Freehold property known as Griffin Mill,  
Wheatbridge, Chesterfield S40 2AG

***THIS LEGAL CHARGE IS SUBJECT TO THE PROVISIONS OF THE HSBC DEED OF  
PRIORITY (AS DEFINED HEREIN)***

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THIS DEED is made on

7<sup>th</sup> day of December

2018

BETWEEN:

- (1) **ROBINSON PLC** a company incorporated and registered under the laws of England and Wales with number 00039811 with its registered office at Field House, Wheatbridge, Chesterfield, Derbyshire, S40 2AB (the "**Chargor**"); and
- (2) **ROBINSONS' PENSIONS LIMITED** a company incorporated and registered under the laws of England and Wales with number 00771617 with its registered office at Field House, Wheatbridge, Chesterfield, Derbyshire, S40 2AB (the "**Lender**").

IT IS AGREED:

## 1. DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Deed:

- (a) terms defined in, or construed for the purposes of, the Escrow Agreement (as defined below) have the same meanings when used in this Deed (unless the same are otherwise defined in this Deed); and

- (b) the following terms have the following meanings:

"**Act**" means the Law of Property Act 1925;

"**Default Rate**" means 1.25% above the Bank of England Base Rate;

"**Escrow Agreement**" means the escrow agreement dated 2 March 2018 and made between (1) the Chargor and (2) the Lender pursuant to which the Lender agreed to make a loan available to the Chargor;

"**Escrow Deed**" means the escrow deed dated 2 March 2018 and made between (1) the Chargor as the Company, (2) the Lender as the Trustee and (3) BRM Law Limited as the Agent, pursuant to which the terms of the governance of a pension escrow account are set out;

"**Event of Default**" means:

- (a) each of the events set out in clause 5 (*Closure of Pension Escrow Account on Trustee's Closure Notice*) of the Escrow Deed; and
- (b) any material breach by the Chargor of any of the provisions of the Escrow Agreement or this Deed;

"**HSBC Deed of Priority**" means the deed of priority entered into on or about the date of this Deed between (1) the Lender, (2) HSBC Bank plc and (3) the Chargor;

"**HSBC Security**" means the legal mortgage dated 9 October 2017 granted by the Chargor over the Property in favour of HSBC Bank plc;

"**Party**" means a party to this Deed;

**"Planning Acts"** means (a) the Town and Country Planning Act 1990, (b) the Planning (Listed Buildings and Conservation Areas) Act 1990, (c) the Planning (Hazardous Substances) Act 1990, (d) the Planning (Consequential Provisions) Act 1990, (e) the Planning and Compensation Act 1991, (f) any regulations made pursuant to any of the foregoing and (g) any other legislation of a similar nature;

**"Premises"** means all buildings and erections included in the definition of **"Security Assets"**;

**"Property"** means the property specified in the schedule (*The Property*) and, where the context so admits, includes:

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time on that property;
- (b) all easements, servitudes and rights in respect of that property; and
- (c) the benefit of all covenants given in respect of that property;

**"Receiver"** means any receiver, receiver and manager or administrative receiver appointed by the Lender under this Deed;

**"Secured Obligations"** means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the Chargor to the Lender under or pursuant to the Escrow Agreement (including all monies covenanted to be paid under this Deed);

**"Security"** means the Security Interests created by or pursuant to this Deed;

**"Security Assets"** means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to this Deed;

**"Security Interest"** means any mortgage, pledge, lien, charge, assignment by way of security, hypothecation, security interest, title retention, preferential right or trust arrangement or any other security agreement or arrangement having the effect of security; and

**"Security Period"** means the period beginning on the date of this Deed and ending on the date on which:

- (a) all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full; and
- (b) the Lender has no further commitment, obligation or liability under or pursuant to the Escrow Agreement.

## **1.2 Interpretation**

- (a) Unless a contrary indication appears, any reference in this Deed to:
  - (i) the **"Chargor"** or the **"Lender"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
  - (ii) **"this Deed"**, the **"Escrow Agreement"**, the **"Escrow Deed"** or any other agreement or instrument shall be construed as a reference to this Deed, the Escrow Agreement, the Escrow Deed or such other agreement or instrument as

amended, supplemented, extended, restated, novated and/or replaced in any manner from time to time (however fundamentally and even if any of the same increases the obligations of the Chargor or provides for further advances);

- (iii) **"assets"** includes any present and future properties, revenues and rights of every description and includes uncalled capital;
  - (iv) an Event of Default that is **"continuing"** shall be construed as meaning an Event of Default that has not been waived in writing by the Lender nor remedied to the satisfaction of the Lender;
  - (v) **"including"** or **"includes"** means including or includes without limitation;
  - (vi) **"Secured Obligations"** includes obligations and liabilities which would be treated as such but for the liquidation, administration or dissolution of or similar event affecting the Chargor;
  - (vii) a provision of law is a reference to that provision as amended or re-enacted; and
  - (viii) the singular includes the plural and vice versa.
- (b) References to clauses and schedule are to be construed, unless otherwise stated, as references to clauses and the schedule of this Deed and references to this Deed include its schedule.
  - (c) Clause and schedule headings are for convenience only and shall not affect the construction of this Deed.
  - (d) Each undertaking of the Chargor (other than a payment obligation) contained in this Deed must be complied with at all times during the Security Period.
  - (e) The terms of the Escrow Agreement and of any side letters between any of the parties thereto in relation to the Escrow Agreement are incorporated in this Deed to the extent required to ensure that any disposition of the Property contained in this Deed is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.
  - (f) If the Lender reasonably considers that an amount paid by the Chargor to the Lender under the Escrow Agreement is capable of being avoided or otherwise set aside on the liquidation or administration of the Chargor, then that amount shall not be considered to have been irrevocably paid for the purposes of this Deed.
  - (g) The Parties intend that this document shall take effect as a deed notwithstanding the fact that a Party may only execute this document under hand.

### 1.3 Third party rights

A person who is not a Party shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

## **2. COVENANT TO PAY**

### **2.1 Covenant to pay**

The Chargor covenants in favour of the Lender that it will pay and discharge the Secured Obligations from time to time when they fall due.

### **2.2 Default interest**

- (a) Any amount which is not paid under this Deed when due shall bear interest (both before and after judgment and payable on demand) from the due date until the date on which such amount is unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the manner agreed in the Escrow Agreement.
- (b) Default interest will accrue from day to day and will be compounded at such intervals as the Lender considers are appropriate.

## **3. GRANT OF SECURITY**

The Chargor, with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994 and as a continuing security for payment of the Secured Obligations, charges and agrees to charge in favour of the Lender all of its present and future right, title and interest in and to the following assets:

- (a) by way of first legal mortgage the Property; and
- (b) by way of first fixed charge:
  - (i) all proceeds of sale of the whole or any part of the Property; and
  - (ii) all fittings at any time on the Property; and
- (c) by way of first floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or upon the Property and the benefit of all licences, contracts and warranties in connection with the same.

## **4. CONVERSION OF FLOATING CHARGE**

### **4.1 Conversion by notice**

The Lender may, by written notice to the Chargor, convert the floating charge created under this Deed into a fixed charge as regards all or any of the assets of the Chargor specified in the notice if:

- (a) an Event of Default has occurred and is continuing; or
- (b) the Lender considers any Security Assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.



#### **4.2 Small companies**

The floating charge created under this Deed by the Chargor shall not convert into a fixed charge solely by reason of a moratorium being obtained under the Insolvency Act 2000 (or anything done with a view to obtaining such a moratorium) in respect of the Chargor.

#### **4.3 Automatic conversion**

The floating charge created under this Deed shall (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge:

- (a) in relation to any Security Asset which is subject to a floating charge if:
  - (i) the Chargor creates (or attempts or purports to create) any Security Interest on or over the relevant Security Asset without the prior written consent of the Lender; or
  - (ii) any third party levies or attempts to levy any distress, execution, attachment or other legal process against any such Security Asset; and
- (b) over all Security Assets of the Chargor which are subject to a floating charge if an administrator is appointed in respect of the Chargor or the Lender receives notice of intention to appoint such an administrator (as contemplated by the Insolvency Act 1986).

#### **4.4 Partial conversion**

The giving of a notice by the Lender pursuant to clause 4.1 (*Conversion by notice*) in relation to any class of assets of the Chargor shall not be construed as a waiver or abandonment of the rights of the Lender to serve similar notices in respect of any other class of assets or of any other right of the Lender.

### **5. CONTINUING SECURITY**

#### **5.1 Continuing security**

The Security is continuing and will extend to the ultimate balance of the Secured Obligations regardless of any intermediate payment or discharge in whole or in part. This Deed shall remain in full force and effect as a continuing security for the duration of the Security Period.

#### **5.2 Additional and separate security**

This Deed is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or Security Interest which the Lender may at any time hold for any Secured Obligation.

#### **5.3 Right to enforce**

This Deed may be enforced against the Chargor without the Lender first having recourse to any other right, remedy, guarantee or Security Interest held by or available to it.

## **6. SUBORDINATION**

### **6.1 Deed of priority**

This Deed is subject to the terms of the HSBC Deed of Priority. In the event of inconsistency between the terms of this Deed and the terms of the HSBC Deed of Priority, the terms of the HSBC Deed of Priority shall prevail.

### **6.2 Restricted payment**

No Event of Default shall occur as a result of the Chargor failing to make any payment due in accordance with this Deed, the Escrow Agreement or the Escrow Deed if making such payment would breach any term of the HSBC Deed of Priority.

## **7. POWER TO REMEDY**

### **7.1 Power to remedy**

If at any time the Chargor does not comply with:

- (a) any of its obligations under this Deed; or
- (b) any contractual, statutory, common law or other legal obligation affecting the Property,

the Lender (without prejudice to any other rights arising as a consequence of such non-compliance) shall be entitled (but not bound) to rectify that default. The Chargor irrevocably authorises the Lender and its employees and agents by way of security to do all such things which are necessary or desirable to rectify that default (including entering the Property, complying with or objecting to any notice served on the Chargor in respect of the Property or taking any action which the Lender may consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice).

### **7.2 Mortgagee in possession**

The exercise of the powers of the Lender under this clause 7 shall not render it liable as a mortgagee in possession.

### **7.3 Monies expended**

The Chargor shall pay to the Lender on demand any monies which are expended by the Lender in exercising its powers under this clause 7, together with interest at the Default Rate from the date on which those monies were expended by the Lender (both before and after judgment) and otherwise in accordance with clause 2.2 (*Default interest*).

## **8. POWERS OF LEASING**

The statutory powers of leasing conferred on the Lender are extended so as to authorise the Lender to lease, make agreements for leases, accept surrenders of leases and grant options as the Lender shall think fit and without the need to comply with section 99 or 100 of the Act.

## **9. WHEN SECURITY BECOMES ENFORCEABLE**

### **9.1 When enforceable**

Subject to the provisions of the HSBC Deed of Priority, this Security shall become immediately enforceable upon the occurrence of an Event of Default and shall remain so for so long as such Event of Default is continuing.

### **9.2 Statutory powers**

The power of sale and other powers conferred by section 101 of the Act (as amended or extended by this Deed) shall be immediately exercisable upon and at any time after the occurrence of any Event of Default and for so long as such Event of Default is continuing.

### **9.3 Enforcement**

After this Security has become enforceable, the Lender may in its absolute discretion enforce all or any part of the Security in such manner as it sees fit.

## **10. ENFORCEMENT OF SECURITY**

### **10.1 General**

For the purposes of all powers implied by statute, the Secured Obligations are deemed to have become due and payable on the date of this Deed. Sections 93 and 103 of the Act shall not apply to the Security.

### **10.2 Powers of Lender**

At any time after the Security becomes enforceable, the Lender may without further notice (unless required by law):

- (a) (or if so requested by the Chargor by written notice at any time may) appoint any person or persons to be a receiver, receiver and manager or administrative receiver of all or any part of the Security Assets and/or of the income of the Security Assets; and/or
- (b) appoint or apply for the appointment of any person who is appropriately qualified as administrator of the Chargor; and/or
- (c) exercise all or any of the powers conferred on mortgagees by the Act (as amended or extended by this Deed) and/or all or any of the powers which are conferred by this Deed on a Receiver, in each case without first appointing a Receiver or notwithstanding the appointment of any Receiver.

### **10.3 Redemption of prior mortgages**

At any time after the Security has become enforceable, the Lender may:

- (a) redeem any prior Security Interest against any Security Asset; and/or
- (b) procure the transfer of that Security Interest to itself; and/or
- (c) settle and pass the accounts of the holder of any prior Security Interest and any accounts so settled and passed shall be conclusive and binding on the Chargor.

All principal, interest, costs, charges and expenses of and incidental to any such redemption and/or transfer shall be paid by the Chargor to the Lender on demand.

#### **10.4 Privileges**

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the Act on mortgagees and receivers when such receivers have been duly appointed under the Act, except that section 103 of the Act does not apply.

#### **10.5 No liability**

- (a) Neither the Lender nor any Receiver shall be liable (A) in respect of all or any part of the Security Assets or (B) for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, its or his respective powers (unless such loss or damage is caused by its or his gross negligence or wilful misconduct).
- (b) Without prejudice to the generality of clause 10.5(a), neither the Lender nor any Receiver shall be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

#### **10.6 Protection of third parties**

No person (including a purchaser) dealing with the Lender, any Receiver or its or his agents will be concerned to enquire:

- (a) whether the Secured Obligations have become payable; or
- (b) whether any power which the Lender or the Receiver is purporting to exercise has become exercisable; or
- (c) whether any money remains due under the Escrow Agreement; or
- (d) how any money paid to the Lender or to the Receiver is to be applied.

### **11. RECEIVER**

#### **11.1 Removal and replacement**

The Lender may from time to time remove any Receiver appointed by it (subject, in the case of an administrative receivership, to section 45 of the Insolvency Act 1986) and, whenever it may deem appropriate, may appoint a new Receiver in the place of any Receiver whose appointment has terminated.

#### **11.2 Multiple Receivers**

If at any time there is more than one Receiver of all or any part of the Security Assets and/or the income of the Security Assets, each Receiver shall have power to act individually (unless otherwise stated in the appointment document).

### **11.3 Remuneration**

Any Receiver shall be entitled to remuneration for his services at a rate to be fixed by agreement between him and the Lender (or, failing such agreement, to be fixed by the Lender).

### **11.4 Payment by Receiver**

Only monies actually paid by a Receiver to the Lender in relation to the Secured Obligations shall be capable of being applied by the Lender in discharge of the Secured Obligations.

### **11.5 Agent of Chargor**

Any Receiver shall be the agent of the Chargor. The Chargor shall (subject to the Companies Act 2006 and the Insolvency Act 1986) be solely responsible for his acts and defaults and for the payment of his remuneration. The Lender shall incur no liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

## **12. POWERS OF RECEIVER**

### **12.1 General powers**

Any Receiver shall have:

- (a) all the powers which are conferred by the Act on mortgagees in possession and receivers appointed under the Act;
- (b) (whether or not he is an administrative receiver) all the powers which are listed in schedule 1 of the Insolvency Act 1986; and
- (c) all powers which are conferred by any other law conferring power on receivers.

### **12.2 Additional powers**

In addition to the powers referred to in clause 12.1 (*General powers*), a Receiver shall have the following powers:

- (a) to take possession of, collect and get in all or any part of the Security Assets and/or income in respect of which he was appointed;
- (b) to manage the Security Assets as he thinks fit;
- (c) to redeem any security and to borrow or raise any money and secure the payment of any money in priority to the Secured Obligations for the purpose of the exercise of his powers and/or defraying any costs or liabilities incurred by him in such exercise;
- (d) to sell or concur in selling, leasing or otherwise disposing of all or any part of the Security Assets in respect of which he was appointed without the need to observe the restrictions imposed by section 103 of the Act. Fixtures may be severed and sold separately from the Property containing them, without the consent of the Chargor. The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration (and the amount of such consideration may be dependent upon profit or turnover or be determined by a third party). Any such consideration may be payable in a lump sum or by instalments spread over such period as he thinks fit;

- (e) to alter, improve, develop, complete, construct, modify, refurbish or repair any part of the Property or Premises and to complete or undertake or concur in the completion or undertaking (with or without modification) of any project in which the Chargor was concerned or interested before his appointment (being a project for the alteration, improvement, development, completion, construction, modification, refurbishment or repair of any part of the Property or Premises);
- (f) to carry out any sale, lease or other disposal of all or any part of the Security Assets by conveying, transferring, assigning or leasing the same in the name of the Chargor and, for that purpose, to enter into covenants and other contractual obligations in the name of, and so as to bind, the Chargor;
- (g) to take any such proceedings (in the name of the Chargor or otherwise) as he shall think fit in respect of the Security Assets and/or income in respect of which he was appointed (including proceedings for recovery of rent or other monies in arrears at the date of his appointment);
- (h) to enter into or make any such agreement, arrangement or compromise as he shall think fit;
- (i) to insure, and to renew any insurances in respect of, the Security Assets as he shall think fit (or as the Lender shall direct);
- (j) to appoint and employ such managers, officers and workmen and engage such professional advisers as he shall think fit (including, without prejudice to the generality of the foregoing power, to employ his partners and firm);
- (k) to form one or more Subsidiaries of the Chargor, and to transfer to any such Subsidiary all or any part of the Security Assets;
- (l) to operate any rent review clause in respect of the Property (or any part thereof) and to apply for any new or extended lease; and
- (m) to:
  - (i) give valid receipts for all monies and to do all such other things as may seem to him to be incidental or conducive to any other power vested in him or necessary or desirable for the realisation of any Security Asset;
  - (ii) exercise in relation to the Security Assets (or any part of them) all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Security Assets; and
  - (iii) use the name of the Chargor for any of the above purposes.

### **13. APPLICATION OF PROCEEDS**

#### **13.1 Application**

All monies received by the Lender or any Receiver under or in connection with this Deed or the Security Assets after the Security has become enforceable shall (subject to the rights and claims of any person having a security ranking in priority to the Security) be applied in the following order:

- (a) *first*, in satisfaction of, or provision for, all costs, charges and expenses incurred, and payments made by the Lender or any Receiver under or in connection with this Deed or the Security Assets and of all remuneration due to the Receiver in connection with this Deed or the Security Assets;
- (b) *secondly*, in or towards the satisfaction of the remaining Secured Obligations; and
- (c) *thirdly*, in payment of any surplus to the Chargor or other person entitled to it.

### **13.2 Contingencies**

If the Security is enforced at a time when no amounts are due under the Escrow Agreement (but at a time when amounts may become so due), the Lender or a Receiver may pay the proceeds of any recoveries effected by it into a blocked suspense account.

## **14. DELEGATION**

Each of the Lender and any Receiver may delegate, by power of attorney (or in any other manner) to any person, any right, power or discretion exercisable by it under this Deed upon any terms (including power to sub-delegate) which it may think fit. Neither the Lender nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub-delegate.

## **15. FURTHER ASSURANCES**

The Chargor shall, at its own expense, promptly take whatever action the Lender or a Receiver may require for:

- (a) creating, perfecting or protecting the Security Interests intended to be created by this Deed; and
- (b) facilitating the realisation of any Security Asset or the exercise of any right, power or discretion exercisable by the Lender or any Receiver or any of its or their delegates or sub-delegates in respect of any Security Asset,

including the execution of any transfer, conveyance, assignment or assurance of any property (whether to the Lender or to its nominees), the giving of any notice, order or direction and the making of any registration, which in any such case, the Lender may think expedient.

## **16. POWER OF ATTORNEY**

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of their delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed, including under clause 15 (*Further assurances*). The Chargor ratifies and confirms whatever any attorney does or purports to do pursuant to its appointment under this clause.

## **17. PAYMENTS**

### **17.1 Payments**

Subject to clause 17.2 (*Gross-up*), all payments to be made by the Chargor in respect of this Deed shall be made:

- (a) in immediately available funds to the credit of such account as the Lender may designate; and
- (b) without (and free and clear of, and without any deduction for or on account of):
  - (i) any set-off or counterclaim; or
  - (ii) except to the extent compelled by law, any deduction or withholding for or on account of tax.

### **17.2 Gross-up**

If the Chargor is compelled by law to make any deduction or withholding from any sum payable under this Deed to the Lender the sum so payable by the Chargor shall be increased so as to result in the receipt by the Lender of a net amount equal to the full amount expressed to be payable under this Deed.

## **18. STAMP DUTY LAND TAX AND OTHER TAXES**

The Chargor shall:

- (a) pay all present and future stamp, registration and similar taxes or charges which may be payable, or determined to be payable, in connection with the execution, delivery, performance or enforcement of this Deed or any judgment given in connection therewith; and
- (b) indemnify the Lender and any Receiver on demand against any and all costs, losses or liabilities (including, without limitation, penalties) with respect to, or resulting from, its delay or omission to pay any such stamp, registration and similar Taxes or charges.

## **19. COSTS AND EXPENSES**

### **19.1 Transaction and amendment expenses**

The Chargor shall promptly on demand pay to the Lender the amount of all reasonable costs, charges and expenses (including, without limitation, reasonable legal fees, valuation, accountancy and consultancy fees (and any VAT or similar Tax thereon)) incurred by the Lender in connection with:

- (a) the negotiation, preparation, printing, execution, registration, perfection and completion of this Deed, the Security or any document referred to in this Deed; or
- (b) any actual or proposed amendment or extension of, or any waiver or consent under, this Deed.



## **19.2 Enforcement and preservation costs**

The Chargor shall promptly on demand pay to the Lender and any Receiver the amount of all costs, charges and expenses (including, (without limitation) legal fees (and any VAT or similar Tax thereon)) incurred by any of them in connection with the enforcement, exercise or preservation (or the attempted enforcement, exercise or preservation) of any of their respective rights under this Deed, the Security or any document referred to in this Deed (including all remuneration of the Receiver).

## **19.3 Default interest**

Any amount demanded under clause 19.1 (*Transaction and amendment expenses*) or 19.2 (*Enforcement and preservation costs*) shall bear interest at the Default Rate (both before and after judgment) from the day on which those costs, charges or expenses were paid, incurred or charged by the relevant person and otherwise in accordance with clause 2.2 (*Default interest*).

## **20. INDEMNITY**

The Chargor shall indemnify the Lender, any Receiver and any attorney, agent or other person appointed by the Lender under this Deed and the Lender's officers and employees (each an "**Indemnified Party**") on demand against any cost, loss, liability or expense (however arising) incurred by any Indemnified Party as a result of or in connection with:

- (a) anything done or omitted in the exercise or purported exercise of the powers contained in this Deed;
- (b) the Security Assets or the use or occupation of them by any person; or
- (c) any breach by the Chargor of any of its obligations under this Deed.

## **21. HM LAND REGISTRY**

### **21.1 Articles of association**

The Chargor certifies that the Security does not contravene any of the provisions of the articles of association of the Chargor.

### **21.2 Tacking**

- (a) The Lender shall perform its obligations under the Escrow Agreement (including any obligation to make available further advances).
- (b) This Deed secures advances already made and further advances to be made.

### **21.3 Restriction on register**

The Chargor shall apply to the Chief Land Registrar (and consents to such an application being made by or on behalf of the Lender) for a restriction in the following terms to be entered on the Register of Title relating to any property registered at HM Land Registry (or any unregistered land subject to first registration) and against which this Deed may be noted:

*"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 7 December 2018 in favour of Robinsons' Pensions Limited referred to in the charges register or their conveyancer."*

#### **21.4 General provisions regarding LRA filings**

- (a) The Chargor shall promptly make all applications to and filings with HM Land Registry which are necessary or desirable under the Land Registration Rules to protect the Security.
- (b) The Chargor shall not, without the prior written consent of the Lender, permit any person to be or become registered under the Land Registration Act 2002 as the proprietor of a Security Asset who is not so registered under the Land Registration Act 2002 at the date of this Deed.

### **22. CERTIFICATES, AMENDMENTS AND WAIVERS**

#### **22.1 Amendments and waivers**

Any provision of this Deed may be amended only if the Lender and the Chargor so agree in writing and any breach of this Deed may be waived before or after it occurs only if the Lender so agrees in writing. A waiver given or consent granted by the Lender under this Deed will be effective only if given in writing and then only in the instance and for the purpose for which it is given.

#### **22.2 Calculations and certificates**

A certificate of the Lender specifying the amount of any Secured Obligation due from the Chargor (including details of any relevant calculation thereof) shall be prima facie evidence of such amount against the Chargor in the absence of manifest error.

#### **22.3 Waiver, rights and remedies**

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided are cumulative and not exclusive of any rights or remedies provided by law.

### **23. NOTICES**

#### **23.1 Communications in writing**

Any communication to be made under, or in connection with, this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter (but not by email).

#### **23.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:

- (a) in the case of the Chargor, that identified with its name below; and
- (b) in the case of the Lender, that identified with its name below,

or any substitute address, fax number or department or officer as the Chargor or the Lender may notify to the other Party by not less than five business days' notice.

### **23.3 Delivery**

- (a) Subject to clause 23.3(b), any communication or document made or delivered by one Party to another under, or in connection with, this Deed will only be effective:
  - (i) if by way of fax, when received in legible form; or
  - (ii) if by way of letter, when it has been left at the relevant address or five business days after being deposited in the post, postage prepaid, in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under clause 23.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the signature of the Lender below (or any substitute department or officer as the Lender shall specify for this purpose).

## **24. PARTIAL INVALIDITY**

All the provisions of this Deed are severable and distinct from one another and if at any time any provision is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of any of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## **25. RELEASE**

### **25.1 Release**

Upon the expiry of the Security Period (but not otherwise) the Lender shall, at the request and cost of the Chargor, take whatever action is necessary to release or re-assign (without recourse or warranty) the Security Assets from the Security.

### **25.2 Reinstatement**

Where any discharge (whether in respect of the obligations of the Chargor or any security for those obligations or otherwise) is made in whole or in part or any arrangement is made on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation or otherwise (without limitation), the liability of the Chargor under this Deed shall continue as if the discharge or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

## **26. COUNTERPARTS**

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

**27. GOVERNING LAW**

This Deed and any non-contractual obligations arising out of or in connection with it shall be governed by English law.

**IN WITNESS** of which this Deed has been duly executed by the Chargor as a deed and duly executed by the Lender and has been delivered on the first date specified on page 1 of this Deed by the Chargor.

## **SCHEDULE: THE PROPERTY**

### **Registered land**

<b>Address</b>	<b>Title number</b>
Griffin Mill, Wheatbridge, Chesterfield S40 2AG	DY375691
Land adjoining Wheatbridge Mills, Wheatbridge Road, Chesterfield	DY375674
Land and Buildings on the north side of Dock Walk, Chesterfield	DY375690
Land and Buildings lying to the North of Dock Walk, Furnace Hill, Brampton	DY158705

**EXECUTION PAGE**

**THE CHARGOR**

Executed as a deed, but not delivered until the first )  
date specified on page 1, by **ROBINSON PLC** )  
acting by: )



Director CHARLES WILLIAM GUY ROBINSON

Witness signature: ESmith

Witness name: EMMA FRANCES SMITH

Witness address: THE LEE, LITTON,

NR RUXTON

DERBYSHIRE, SK17 8QP

**Address:** Field House, Wheatbridge, Chesterfield  
S40 2AB

**Attention:** Guy Robinson

**THE LENDER**

Signed by Mparid for and on behalf of )  
**ROBINSONS' PENSIONS LIMITED:** )

Signature ARBH

**Address:** Field House, Wheatbridge, Chesterfield  
S40 2AB

**Attention:** Secretary to the Trustees