



Registration of a Charge

Company Name: **HPC PUBLIC LIMITED COMPANY**

Company Number: **00622352**



XBDNKHAI

Received for filing in Electronic Format on the: **30/09/2022**

Details of Charge

Date of creation: **29/09/2022**

Charge code: **0062 2352 0007**

Persons entitled: **HPC SPECIAL PENSION SCHEME**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS UNIT E, CONSORT WAY, BURGESS HILL (RH15 9TJ) AND REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER WSX14667.**

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: **ADAM PHILLIPS, SOLICITOR, FARRER & CO LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 622352

Charge code: 0062 2352 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th September 2022 and created by HPC PUBLIC LIMITED COMPANY was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th September 2022 .

Given at Companies House, Cardiff on 4th 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**

EXECUTION VERSION

DATED 29 September 2022

HPC PUBLIC LIMITED COMPANY (1)

HPC SPECIAL PENSION SCHEME (2)

LEGAL MORTGAGE

FARRER&Co

EXECUTION VERSION

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THIS DEED is made on

29 September

2022

BETWEEN

- (1) **HPC PUBLIC LIMITED COMPANY**, a company registered in England and Wales with registered number 00622352 and having its registered office at 2 Victoria Gardens, Burgess Hill, West Sussex RH15 9RQ (the **Chargor**); and
- (2) **HPC SPECIAL PENSION SCHEME** of Abbots Leigh Place, Slugwash Lane, Haywards Heath, Sussex, RH17 7SS (the **Lender**).

WHEREAS

- (A) The Lender has agreed to make a credit facility available to the Chargor on the terms of the Loan Agreement.
- (B) The Chargor has agreed to provide security to the Lender to secure the payment and discharge of the Secured Liabilities on the terms set out in this Deed.

IT IS AGREED as follows:

1. Definitions and Interpretation

1.1 Definitions

In this Deed:

Act means the Law of Property Act 1925.

Loan Agreement means the £500,000 loan agreement dated on or about the date of this Deed between the Chargor and the Lender.

Fixtures means all fixtures and fittings and fixed plant and machinery on the Mortgaged Property.

Insurance Policy means any contract or policy of insurance taken out by the Chargor or on its behalf or in which it has an interest.

Insured Property Assets means all the buildings and erections in or on the Mortgaged Property and all the Chargor's other assets of an insurable nature in or on such buildings or erections.

Mortgaged Property means all freehold and leasehold property specified in Schedule 1 (*The Mortgaged Property*).

Party means a party to this Deed.

Receiver means a receiver or receiver and manager or administrative receiver, in each case appointed pursuant to this Deed over the whole or any part of the Security Assets.

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 the Lender under or pursuant to the Finance Documents.

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Security means a mortgage, charge, pledge, lien, assignment by way of security, retention of title provision, trust or flawed asset arrangement (for the purpose of or which has the effect of granting security) or other security interest securing any obligation of any person or any other agreement or arrangement in any jurisdictions having a similar effect.

Security Assets means all assets of the Chargor which are, or are intended to be, the subject of any Security by virtue of this Deed.

Security Period means the period beginning on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full.

1.2 Construction

1.2.1 Capitalised terms defined in the Loan Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.

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

- (a) this **Deed** or any other Finance Document is a reference to this Deed or such Finance Document as amended, varied, novated, supplemented and replaced from time to time;
- (b) this **Security** means any Security created by this Deed;
- (c) the **Chargor**, the **Lender** or a **Receiver** includes any one or more of its assigns, transferees and successors in title (in the case of the Chargor, so far as any are permitted);
- (d) the **Lender** or a **Receiver** includes its duly appointed nominees, attorneys, correspondents, trustees, advisers, agents, delegates and sub-delegates;
- (e) a document in **agreed form** is a document which is previously agreed in writing by or on behalf of the Chargor and the Lender or, if not agreed, is in the form specified by the Lender;
- (f) **assets** includes present and future properties, revenues and rights of every description;
- (g) **indemnify** and **indemnifying** any person against any circumstance includes indemnifying and keeping him harmless from all claims, demands, actions and proceedings from time to time made against him and all loss or damage and all payments, costs, expenses, fines and charges made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;
- (h) **notice** includes any notice, demand, consent or other communication;
- (i) a **person** includes any individual, firm, company, corporation, body corporate, unincorporated organisation, consortium, government, state or agency or department of a state or any association, trust or partnership (whether or not having separate legal personality)

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executors, administrators or successors in title of any of the foregoing or two or more of the foregoing;

- (j) a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
- (k) a provision of law is a reference to that provision as amended or re-enacted;
- (l) Section, Clause and Schedule headings are for ease of reference only;
- (m) clauses and schedules is to clauses and schedules of this Deed and references to sub-clauses and paragraphs are references to sub-clauses and paragraphs of the clause or schedule in which they appear and any schedule to this Deed shall have the same force and effect as if set out in the body of this Deed;
- (n) a time of day is reference to London time;
- (o) words in the singular include the plural and vice versa and words in one gender include any other gender;
- (p) general words shall not be given a restrictive meaning:
 - (i) if they are introduced by the word **other** or **including** or similar words;
 - (ii) by reason of the fact that they are preceded by words indicating a particular class of act, matter or thing; or
 - (iii) by reason of the fact that they are followed by particular examples intended to be embraced by those general words; and
- (q) a term used in any Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Deed.

1.2.3 If the Chargor shall be more than one person then all the obligations of the Chargor to Lender hereunder shall be deemed to be joint and several and a reference to the Chargor shall mean all such persons and either of such persons as the context may require.

1.2.4 The terms of the Loan Agreement and of any side letters between any Parties in relation to the Loan Agreement are incorporated in this Deed to the extent required to ensure that any purported disposition of any freehold or leasehold property contained in this Deed is a valid disposition in accordance with Section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

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1.2.5 If the Lender considers that an amount paid to the Lender under a Finance Document is capable of being avoided or otherwise set aside on the liquidation, administration or bankruptcy of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

1.2.6 Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

1.3 Third Party Rights

1.3.1 Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Deed.

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

1.4 Effect as a Deed

It is intended that this document takes effect as a deed notwithstanding the fact that a Party to it may only execute it under hand.

2. Creation of Security**2.1 General**

All the security created under this Deed:

2.1.1 is created in favour of the Lender;

2.1.2 is created over present and future assets of the Chargor of the type referred to in Clause 2.2;

2.1.3 is security for the payment of all the Secured Liabilities; and

2.1.4 is made with full title guarantee (except that the covenant set out in section 3(1) of the Law of Property (Miscellaneous Provisions) Act 1994 shall extend to all charges, encumbrances and rights, even if the Chargor does not know and could not reasonably be expected to know about them).

2.2 Security

2.2.1 The Chargor charges:

(a) by way of a first legal mortgage, the Mortgaged Property; and

(b) to the extent that they are not the subject of a mortgage under Clause 2.2.1(a), by way of first fixed charge all estates or interests in the Mortgaged Property including all rents whether present or future arising out of any leases or tenancies of all or any part of the Mortgaged Property and all the income arising from the Mortgaged Property.

2.2.2 The Chargor assigns absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of any Insurance Policy relating to the

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Mortgaged Property taken out by it or on its behalf or in which it has an interest.

2.2.3 A reference in this Clause 2.2 to a mortgage or charge of any freehold or leasehold property includes:

- (a) all buildings, fixtures, fittings and fixed plant and machinery on that property;
- (b) the benefit of any covenants for title given or entered into by any predecessor in title of the Chargor in respect of that property or any moneys paid or payable in respect of those covenants; and
- (c) the proceeds of sale of any part of that property.

2.3 Trust

2.3.1 Subject to Clause 2.3.2, if or to the extent that for any reason the assignment or charging of any Security Asset is prohibited, the Chargor shall hold it on trust for the Lender.

2.3.2 If the reason referred to in Clause 2.3.1 is that:

- (a) a consent or waiver must be obtained; or
- (b) a condition must be satisfied,

then:

- (c) subject to Clause 2.3.3, the Chargor shall apply for the consent or waiver; and
- (d) the Chargor shall use all reasonable endeavours to satisfy the condition,

in each case within 14 days of the date of this Deed or, if the Security Asset is acquired after the date of this Deed, within 14 days of the date of acquisition.

2.3.3 Where the consent or waiver is not to be unreasonably withheld, the Chargor shall:

- (a) use all reasonable endeavours to obtain it as soon as possible; and
- (b) keep the Lender informed of the progress of the negotiations to obtain it.

2.3.4 On the waiver or consent being obtained, or the condition being satisfied, the Security Asset shall be mortgaged, charged or assigned (as appropriate) under this Clause 2 and, in relation to such Security Asset, the trust referred to in Clause 2.3.1 shall terminate.

3. Representations and Warranties

The Chargor makes the representations and warranties set out in this Clause 3 to the Lender.

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3.1 Status

It is a limited liability company, duly incorporated and validly existing under the laws of the jurisdiction of its incorporation.

3.2 Legal Validity

The obligations expressed to be assumed by the Chargor in this Deed are legal, valid, binding and enforceable obligations.

3.3 Immunity

The Chargor is not entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in any jurisdiction in relation to this Deed.

3.4 Nature of Security

This Deed creates the Security it purports to create and is not liable to be avoided or otherwise set aside on the Chargor's liquidation or administration.

3.5 Title

The Chargor represents and warrants that:

- 3.5.1 the Chargor is the legal and beneficial owner of the Mortgaged Property;
- 3.5.2 no breach of any law or regulation is outstanding which affects or might affect materially the value of the Mortgaged Property;
- 3.5.3 there are no covenants, agreements, stipulations, reservations, conditions, interest, rights or other matters whatsoever affecting the Mortgaged Property;
- 3.5.4 nothing has arisen or has been created or is subsisting which would be an overriding interest, or an unregistered interest which overrides first registration or registered dispositions, over the Mortgaged Property;
- 3.5.5 no facilities necessary for the enjoyment and use of the Mortgaged Property are enjoyed by that Mortgaged Property on terms entitling any person to terminate or curtail its use;
- 3.5.6 the Chargor has not received any notice of any adverse claims by any person in respect of the ownership of the Mortgaged Property or any interest in it, nor has any acknowledgement been given to any person in respect of the Mortgaged Property; and
- 3.5.7 the Mortgaged Property is held by the Chargor free from any Security or any tenancies or licences.

3.6 Times for Making Representations and Warranties

- 3.6.1 The representations and warranties set out in this Deed (including in this clause) are made on the date of this Deed.

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- 3.6.2 Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be repeated by the Chargor on each date during the Security Period.
- 3.6.3 When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition.

4. Covenants

4.1 Restrictions on Dealings

The Chargor may not:

- 4.1.1 create or permit to subsist any Security on any Security Asset; or
- 4.1.2 sell, transfer, licence, lease or otherwise dispose of any Security Asset, except as expressly allowed under the Loan Agreement.

4.2 Compliance with Applicable Laws and Regulations

The Chargor must perform all its obligations under any law or regulation in any way related to or affecting the Mortgaged Property.

4.3 Insurance

- 4.3.1 The Chargor must insure the Property against:
- (a) loss or damage by fire;
 - (b) other risks, perils and contingencies that would normally be insured against by a reasonably prudent person; and
 - (c) any other risks which the Lender may reasonably require.
- 4.3.2 Any insurance must be in a sum or sums not less than the replacement value of the Security Assets. For this purpose, **replacement value** means the total cost of entirely rebuilding, reinstating or replacing those Security Assets in the event of their being completely destroyed, together with architects' and surveyors' fees.
- 4.3.3 Any Insurance Policy required under this Clause 4.3 must be with an insurance company or underwriters acceptable to the Lender.
- 4.3.4 All moneys payable under any Insurance Policy at any time, whether or not this security has become enforceable, shall:
- (a) immediately be paid to the Lender; or
 - (b) if they are not paid directly to the Lender by the insurers, be held pending such payment by the Chargor on trust for the Lender.
- 4.3.5 After this security has become enforceable, any proceeds received in respect of any Insurance Policy shall be applied in or towards discharge or reduction of the Secured Liabilities.

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4.3.6 The Chargor may not do or permit anything to be done which may make void or voidable any Insurance Policy and the Chargor must promptly pay all premiums and do all other things necessary to keep each Insurance Policy valid.

4.3.7 The Chargor shall, immediately on demand by the Lender, produce to the Lender a copy of any Insurance Policy, any certificate or cover note relating to any Insurance Policy and any receipts of payment in respect of premiums paid under any Insurance Policy.

4.4 Leases

The Chargor may not grant or agree to grant (whether in exercise or independently of any statutory power) any lease or tenancy of the Mortgaged Property or any part of it or accept a surrender of any lease or tenancy or confer upon any person any contractual licence or right to occupy the Mortgaged Property.

4.5 Land Registry

The Chargor consents to a restriction in the following terms being entered into on the Register of Title relating to any Mortgaged Property registered at the Land Registry:

4.5.1 a restriction in the following terms:

"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 Richard Peskin referred to in the Charges Register (or its conveyancer). (Form P)"; and

4.5.2 a notice that the Lender is under an obligation to make further advances on the terms and subject to the conditions of the Finance Documents.

4.6 Deposit of Title Deeds

The Chargor must deposit with the Lender all deeds and documents of title relating to the Property and all local land charges, land charges and Land Registry search certificates and similar documents received by them or on their behalf.

4.7 Access

The Chargor must permit the Lender and any person nominated by it at all reasonable times to enter any part of the Mortgaged Property and view the state of it.

4.8 Power to Remedy

4.8.1 If the Chargor fails to perform any term affecting the Mortgaged Property, the Chargor must allow the Lender or its agents and contractors:

- (a) to enter any part of the Mortgaged Property;
- (b) to comply with or object to any notice served on the Chargor in respect of the Mortgaged Property; and

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- (c) to take any action as the Lender may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.

4.8.2 The Chargor must immediately on request by the Lender pay the costs and expenses of the Lender or its agents and contractors incurred in connection with any action taken by it under this Clause 4.8.

5. When Security Becomes Enforceable

5.1 Event of Default

This Security will become immediately enforceable:

5.1.1 on the occurrence of an Event of Default; or

5.1.2 if the Chargor so requests.

5.2 Discretion

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

5.3 Power of Sale

The power of sale and other powers conferred by Section 101 of the Act, as amended by this Deed, will be immediately exercisable at any time after this Security has become enforceable.

6. Enforcement of Security

6.1 General

6.1.1 For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.

6.1.2 Section 103 of the Act (restricting the power of sale) and Section 93 of the Act (restricting the right of consolidation) do not apply to this Security.

6.1.3 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 may think fit and without the need to comply with any provision of section 99 or 100 of the Act.

6.2 No Liability as Mortgagee in Possession

Neither the Lender nor any Receiver will 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.

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

6.4 Protection of Third Parties

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

- 6.4.1 whether the Secured Liabilities have become payable;
- 6.4.2 whether any power which the Lender or a Receiver is purporting to exercise has become exercisable or is being properly exercised;
- 6.4.3 whether any money remains due under the Finance Documents; or
- 6.4.4 how any money paid to the Lender or to that Receiver is to be applied.

6.5 Redemption of Prior Mortgages

- 6.5.1 At any time after this Security has become enforceable, the Lender may:
 - (a) redeem any prior Security against any Security Asset; and/or
 - (b) procure the transfer of that Security to itself; and/or
 - (c) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- 6.5.2 The Chargor must pay to the Lender, immediately on demand, the costs and expenses incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

6.6 Contingencies

If this Security is enforced at a time when no amount is due under the Finance Documents but at a time when amounts may or will become due, the Lender (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account.

7. Receiver**7.1 Appointment of Receiver**

- 7.1.1 Except as provided below, the Lender may appoint any one or more persons to be a Receiver of all or any part of the Security Assets if:
 - (a) this Security has become enforceable; or
 - (b) the Chargor so requests the Lender in writing at any time.

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- 7.1.2 Any appointment under Clause 7.1.1 may be by deed, under seal or in writing under its hand.
- 7.1.3 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the Act) does not apply to this Deed.
- 7.1.4 The Lender is not entitled to appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under section 1A of the Insolvency Act 1986.
- 7.1.5 The Lender may not appoint an administrative receiver (as defined in section 29(2) of the Insolvency Act 1986) over the Security Assets if the Lender is prohibited from so doing by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

7.2 Removal

The Lender may by writing under its hand (subject to any requirement for an order of the court in the case of an administrative receiver) remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

7.3 Remuneration

The Lender may fix the remuneration of any Receiver appointed by it and the maximum rate specified in Section 109(6) of the Act will not apply.

7.4 Agent of the Chargor

- 7.4.1 A Receiver will be deemed to be the agent of the Chargor for all purposes and accordingly will be deemed to be in the same position as a Receiver duly appointed by a mortgagee under the Act. The Chargor is responsible for the contracts, engagements, acts, omissions, defaults and losses of a Receiver and for liabilities incurred by a Receiver.
- 7.4.2 The Lender will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason.

7.5 Relationship with the Lender

To the fullest extent allowed by law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after this Security becomes enforceable be exercised by the Lender in relation to any Security Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

8. Powers of Receiver**8.1 General**

- 8.1.1 Every Receiver shall have all the powers:
 - (a) of the Lender under this Deed;

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- (b) conferred by the Act on mortgagees in possession and on receivers appointed under the Act;
- (c) in relation to, and to the extent applicable to, the Security Assets or any of them, the powers specified in Schedule 1 of the Insolvency Act 1986 (whether or not the Receiver is an administrative receiver within the meaning of the Insolvency Act 1986) together with the additional powers set out in Schedule 2 (*Additional Powers of Receiver*); and
- (d) in relation to any Security Assets, which he would have if he were its absolute beneficial owner.

8.1.2 If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing him states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of the other Receiver.

8.2 Other Powers

A Receiver may:

- 8.2.1 do all other acts and things which he may consider desirable or necessary for realising any Security Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or law; and
- 8.2.2 use the name of the Chargor for exercising any of the powers or carrying out any of the purposes referred to in this Clause 8.

9. Application of Proceeds

9.1 Any moneys received by the Lender or any Receiver after this Security has become enforceable must be applied in the following order:

- 9.1.1 **first**, in or towards the payment of any unpaid costs and expenses of the Lender and any Receiver under this Deed or which are incidental to the Receiver's appointment, together with interest at the Default Rate (both before and after judgment) from the date those amounts became due until the date they are irrevocably paid in full;
- 9.1.2 **second**, in or towards payment of or provision for all costs and expenses incurred by the Lender or any Receiver under or in connection with this Deed and of all remuneration due to any Receiver under or in connection with this Deed;
- 9.1.3 **third**, in or towards the discharge of liabilities having priority to the Secured Liabilities;
- 9.1.4 **fourth**, in or towards payment of or provision for the Secured Liabilities; and
- 9.1.5 **fifth**, in payment of the surplus (if any) to the Chargor or other person entitled to it.

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- 9.2 This Clause is subject to the payment of any claims having priority over this Security. This Clause does not prejudice the right of the Lender to recover any shortfall from the Chargor.

10. Costs and Indemnity

- 10.1 The Chargor shall within 3 Business Days of demand, pay the Lender or any Receiver the amount of any costs and expenses (including legal fees) reasonably incurred by the Lender or any Receiver in connection with the enforcement of or the preservation of any rights under this Deed or the investigation of any possible Event of Default.

- 10.2 The Chargor shall indemnify the Lender and any Receiver and their respective officers and employees against all actions, proceedings, demands, claims, costs, expenses and other liabilities incurred by them in respect of all or any of the following:

- 10.2.1 any act or omission by any of them in relation to all or any of the Security Assets;
- 10.2.2 any payment relating to or in respect of all or any of the Security Assets which becomes payable at any time by any of them;
- 10.2.3 any stamp, registration or similar Tax or duty which becomes payable in connection with the entry into, or performance or enforcement of this Deed;
- 10.2.4 carrying out or purporting to carry out any of the rights, powers, discretions conferred on them by or permitted under this Deed; and
- 10.2.5 any breach by the Chargor of any of its covenants or other obligations to the Lender,

except in the case of gross negligence or wilful misconduct on the part of that person.

11. Delegation**11.1 Power of Attorney**

The Lender or 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.

11.2 Terms

Any such delegation may be made upon any terms (including power to sub-delegate) which the Lender or any Receiver may think fit.

11.3 Liability

Neither the Lender nor any Receiver will 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 delegate or sub-delegate.

12. Further Assurances

- 12.1 The Chargor must, at its own expense, take whatever action the Lender or a Receiver may require for:

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- 12.1.1 creating, perfecting or protecting any security intended to be created by this Deed; or
- 12.1.2 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 delegates or sub-delegates in respect of any Security Asset.

12.2 This includes:

- 12.2.1 the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Lender or to its nominee; or
- 12.2.2 the giving of any notice, order or direction and the making of any registration,

which in any such case, the Lender may think expedient.

13. Power of Attorney

The Chargor, by way of security, irrevocably and severally appoints the Lender, each Receiver and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney does or purports to do under its appointment under this Clause.

14. Changes to the Parties

- 14.1 At any time, without the consent of the Chargor, the Lender may assign or transfer any or all of its rights and obligations under this Deed.
- 14.2 The Chargor may not assign or transfer any of its rights or obligations under this Deed.
- 14.3 The Chargor shall, immediately upon request to do so by the Lender and at the cost of the Chargor, enter into such documents as may be necessary or desirable to effect any assignment or transfer referred to in Clause 14.1.

15. Miscellaneous**15.1 Covenant to Pay**

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Loan Agreement.

15.2 Continuing Security

This Security is a continuing security and shall remain in full force and effect during the Security Period and shall not be discharged by any intermediate discharge or payment on account of the Secured Liabilities or any settlement of account.

15.3 Tacking

For the purposes of section 94(1) of the Act and section 49(3) of the Land Registration Act 2002 the Lender confirms that it shall make any further advances to the Chargor on the terms and subject to the conditions of the Finance Documents.

EXECUTION VERSION

15.4 New Accounts

- 15.4.1 If any subsequent charge or other interest affects any Security Asset, the Lender may open a new account with the Chargor.
- 15.4.2 If the Lender does not open a new account, it will nevertheless be treated as if it had done so at the time when it received or was deemed to have received notice of that charge or other account.
- 15.4.3 As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

15.5 Discharge of Security

Upon the irrevocable and unconditional payment and discharge in full of the Secured Liabilities, the Lender shall, unless any third party has any subrogation or other rights in respect of the Security created by this Deed at that time, or shall procure that its appointees will, at the request and cost of the Chargor:

- 15.5.1 release the Security Assets from this Deed; and
- 15.5.2 re-assign to the Chargor those Security Assets that have been assigned to the Lender pursuant to this Deed.

16. Governing Law and Enforcement

16.1 Governing Law

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

16.2 Jurisdiction

- 16.2.1 The English courts have exclusive jurisdiction to settle any dispute including a dispute relating to non-contractual obligations arising out of or in connection with this Deed.
- 16.2.2 The English courts are the most appropriate and convenient courts to settle any such dispute in connection with this Deed. The Chargor agrees not to argue to the contrary and waives objection to those courts on the grounds of inconvenient forum or otherwise in relation to proceedings in connection with this Deed.
- 16.2.3 This Clause 16.2 is for the benefit of the Lender only. To the extent allowed by law the Lender may take:
 - (a) proceedings in any other court; and
 - (b) concurrent proceedings in any number of jurisdictions.
- 16.2.4 References in this Clause 16.2 to a dispute include any dispute as to the existence, validity or termination of this Deed.

This document is executed as a deed and is delivered by the parties or their duly authorised representatives on the date written at the beginning of it.

EXECUTION VERSION

Schedule 1 Mortgaged Property

The freehold property known as Unit E, Consort Way, Burgess Hill (RH15 9TJ) and registered at the Land Registry with title number WSX14667.

EXECUTION VERSION

Schedule 2
Additional Powers of Receiver

In addition to the powers conferred by the Act on receivers and those conferred by Clause 8 (*Powers of Receiver*), each Receiver shall have the powers to take any of the actions set out in this Schedule.

1. Possession

To take immediate possession of, get in and collect any Security Asset.

2. Carry on Business

2.1 To carry on any business of the Chargor in any manner he thinks fit.

2.2 To manage the Security Assets.

2.3 To give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Security Asset.

2.4 To delegate his powers in accordance with this Deed.

3. Employees

3.1 To appoint and discharge managers, officers, agents, accountants, solicitors, architects, surveyors, insurance brokers, estate agents, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit.

3.2 To discharge any person appointed by the Chargor.

4. Borrow and Lend Money

4.1 To raise and borrow money either unsecured or on the security of any Security Asset either in priority to this Security or otherwise and generally on any terms and for whatever purpose which he thinks fit.

4.2 To lend money or advance credit to any customer of the Chargor.

5. Sale of Assets

5.1 To sell, exchange, surrender, renounce, deal with, convert into money and realise any Security Asset by public auction or private contract and generally in any manner and on any terms which he thinks fit.

5.2 The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which he thinks fit.

5.3 Fixtures, other than landlord's fixtures, may be severed and sold separately from the property containing them without the consent of the Chargor.

6. Property

EXECUTION VERSION

- 6.1 To grant without restriction any lease or tenancy for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy on any terms which he thinks fit (including the payment of money to a lessee or tenant on a surrender).
- 6.2 To exercise, observe and perform for and on behalf of the Chargor any or all of the powers, obligations or duties conferred or imposed on any owner or occupier of property (whether as a landlord or a tenant) at common law or by statute.
- 6.3 To acquire, renew, extend, grant, vary or otherwise deal with such easements, servitudes, rights, privileges and licences as it or the Chargor may consider expedient.
- 6.4 To make any change or arrangement as to boundaries with adjoining owners and neighbours so as to resolve any dispute or to facilitate development.

7. Legal Actions and Compromise

- 7.1 To bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Security Asset which he thinks fit.
- 7.2 To settle, adjust, refer to arbitration, compromise or arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Security Asset.

8. Subsidiaries

- 8.1 To form a Subsidiary of the Chargor and transfer to that Subsidiary any Security Asset.
- 8.2 To promote, incorporate, manage, wind up either alone or with others any company either for the purposes of:
 - (a) taking a conveyance, transfer, assignment assignation or lease of or other interest in any Security Asset; and/or
 - (b) undertaking works on and/or providing services to the occupiers of any Security Asset,

in each case where it is desirable or convenient to do so and/or in connection with of all or any of the powers contained in this Deed as the Lender or a Receiver may consider expedient.

9. Protection of Assets

- 9.1 To effect any repair or insurance and do any other act which the Chargor might do in the ordinary conduct of its business to protect or improve any Security Asset.
- 9.2 To construct or complete any building and any roads, access ways and services and generally to develop the Mortgaged Property in such manner as the Lender of the Receiver may consider expedient.
- 9.3 To carry out any work involving furnishing or fitting out or the installation or provision of any plant, machinery, equipment or service.

EXECUTION VERSION

- 9.4 To apply for and maintain any planning permission, building regulation approval or any other authorisation.
- 9.5 To initiate, oppose, negotiate, participate in, compromise or conclude any review or revision of rent payable in respect of any lease or tenancy.

EXECUTION VERSION

SIGNATORIES

CHARGOR

EXECUTED as a DEED by **HPC PUBLIC LIMITED COMPANY** acting by ^{Ian Curtis}, a director and ^{Liza Curtis}, a director:

Ian Curtis

Liza Katharine Curtis

LENDER

EXECUTED as a DEED by **Mr Ian Curtis** as sole trustee of the **HPC SPECIAL PENSION SCHEME** in the presence of:

Ian Curtis

Witness Signature:

Witness Name: Catherine Delahunty

Address:

Occupation: office Manager