



Registration of a Charge

Company Name: **HARGREAVES PROPERTIES LIMITED**

Company Number: **00794877**



Received for filing in Electronic Format on the: **23/12/2021**

XAJY9B3K

Details of Charge

Date of creation: **22/12/2021**

Charge code: **0079 4877 0077**

Persons entitled: **CANADA LIFE EUROPEAN REAL ESTATE LIMITED**

Brief description: **THE COMPANY CHARGES BY WAY OF FIRST LEGAL MORTGAGE THE MORTGAGED PROPERTY (AS DEFINED IN THE INSTRUMENT), INCLUDING: (1) THE LEASEHOLD PROPERTY KNOWN AS BLOCK A PORTFIELD INDUSTRIAL ESTATE, PORTSMOUTH WITH REGISTERED TITLE NUMBER HP200433; (2) THE LEASEHOLD PROPERTY KNOWN AS BLOCK B PORTFIELD INDUSTRIAL ESTATE, PORTSMOUTH WITH REGISTERED TITLE NUMBER HP195755; (3) THE LEASEHOLD PROPERTY KNOWN AS BLOCK C PORTFIELD INDUSTRIAL ESTATE, PORTSMOUTH WITH REGISTERED TITLE NUMBERS HP189881; (4) THE FREEHOLD PROPERTY KNOWN AS UNIT C1/2 DOLPHIN WAY, SHOREHAM WITH REGISTERED TITLE NUMBER WSX184385. FOR FURTHER INFORMATION, PLEASE SEE CLAUSE 3.2 AND SCHEDULE 2 OF THE INSTRUMENT.**

Contains fixed charge(s).

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

Certified by: **CHRISTIAN FRANCIS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 794877

Charge code: 0079 4877 0077

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd December 2021 and created by HARGREAVES PROPERTIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd December 2021 .

Given at Companies House, Cardiff on 30th December 2021

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

22 December

2021

THE COMPANIES listed in Schedule 1

as Original Chargors

CANADA LIFE EUROPEAN REAL ESTATE LIMITED

as Security Agent

Security Agreement

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THIS DEED is made the 22 day of December 2021

BETWEEN:

- (1) **THE COMPANIES** listed in Schedule 1 (each an "**Original Chargor**", together the "**Original Chargors**"); and
- (2) **CANADA LIFE EUROPEAN REAL ESTATE LIMITED** as agent and security trustee for the Secured Parties (the "**Security Agent**").

BACKGROUND

- (A) Each Chargor enters into this Deed in connection with the Facility Agreement.
- (B) It is intended that this document takes effect as a deed notwithstanding the fact that a party may only execute this document under hand.

IT IS AGREED as follows:

1. Interpretation

1.1 Definitions

Terms defined in the Facility Agreement have the same meaning when used in this Deed unless given a different meaning in this Deed, and in this Deed:

"Accounts" means each of the General Account, the Rent Account, the Remedy Account, the Proceeds Account and includes any replacement of that Account, details of which are set out in Schedule 3 (*Accounts*);

"Additional Chargor" means a person which becomes a Chargor in accordance with Clause 21 (*Changes to the Parties*) after the date of this Deed;

"Assigned Contracts" means:

- (a) each Lease;
- (b) each Management Agreement;
- (c) each Construction Document;
- (d) any agreement in respect of a disposal of the whole or any part of the Mortgaged Property or any other any Security Asset;
- (e) any contracts or other agreements (including collateral warranties) entered into by a Chargor in connection with the Mortgaged Property or any other any Security Asset from time to time; and
- (f) any other agreement to which a Chargor is a party and which the Security Agent and a Chargor have designated as an Assigned Contract,

in each case including any guarantees or sureties entered into in respect of them;

"Borrower" means Hargreaves Property Holdings Limited, a company incorporated in England with registration number 921796 whose registered office is at Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR;

"Burgess Hill Chargor" means the Chargor known as Vanstian Limited (more particularly described in row 5 of Schedule 1 (*The Original Chargors*));

"Burgess Hill Deed of Grant" means a deed of grant in substantially the form annexed to this Deed at Schedule 10 (*Form of Burgess Hill Deed of Grant* granting rights of access and running services in favour of the Burgess Hill Property over the Burgess Hill Estate Road;

"Burgess Hill Estate Road" means the unadopted estate road owned by the Burgess Hill Chargor known as York Road which is registered with title numbers WSX290416 and WSX290417 and WSX118357 (part only as shown on the plan annexed to the Burgess Hill Deed of Grant);

"Burgess Hill Property" means the property known as Unit 2 Edward Way, Unit 4 York Road, Unit 6 York Road and Blocks A-C York Road, Burgess Hill (more particularly described in rows 1-4 of Schedule 2 (*The Properties*));

"Chargor" means each Original Chargor and each Additional Chargor;

"Construction Document" means each construction document relating to the property known as Petrol Station, Summit Avenue, Farnborough (more particularly described in row 8 of Schedule 2 (*The Properties*)) to which Hargreaves Properties Limited is a party or in whose favour a collateral warranty is granted as more particularly set out in Schedule 11 (*Construction Documents*);

"Deed of Accession" means a deed by which a person becomes a party to this Deed, substantially in the form of Schedule 8 (*Form of Deed of Accession*);

"Equipment" means any plant and machinery, fixtures, fittings, furniture, furnishings, equipment, vehicles and other chattels belonging to any Chargor on the Mortgaged Property together with Related Rights;

"Excluded Property" means any real property which is owned or acquired by an Chargor from time to time which is not:

- (a) a Mortgaged Property; or
- (b) subject to Security by way of legal mortgage granted by a Chargor in favour of the Security Agent after the date of this Deed;

"Facility Agreement" means the facility agreement dated on or about the date of this Deed between (among others), the Borrower, the Chargors and the Security Agent;

"LPA" means the Law of Property Act 1925;

"Mortgaged Property" means each of the properties listed in Schedule 2 (*The Properties*) and, where the context so requires, includes the buildings on each Property;

"Party" means a party to this Deed;

"Permitted Security" means:

- (a) this Security;
- (b) a lien arising by operation of law in the ordinary course of business; and
- (c) any Security granted by any Chargor over asset owned by it which is not a Security Asset provided that:
 - (i) such Security does not create floating charge security over all or any part of that Chargor's assets or undertaking (save in respect of floating charge security limited to the assets at an Excluded Property granted in conjunction with a legal mortgage of that Excluded Property);
 - (ii) such Security does not create Security over any part of the share capital of any Chargor; and
 - (iii) if reasonably required by the Agent, any person in whose favour a Chargor grants such Security enters into an intercreditor arrangement with the Security Agent pursuant to which that person's rights of enforcement of such Security are subordinated to the rights of the Secured Parties;

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets;

"Related Rights" means, in relation to any Security Asset:

- (a) the proceeds of sale of any part of that Security Asset;
- (b) all rights under any licence, agreement for sale or agreement for lease in respect of that Security Asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities or covenants for title in respect of that Security Asset;
- (d) all monies and proceeds paid or payable in respect of that Security Asset;
- (e) in relation to any Mortgaged Property, each and every part of that Mortgaged Property, including the land, cellars, eaves, buildings, structures, fixtures and fittings (including such trade fixtures and fittings, furnishings and Equipment in which a Chargor has an interest) now or in the future on that property and all easements and other rights attaching to that property; and
- (f) in relation to any Mortgaged Property, the benefit of any covenants or warranties in respect of that Mortgaged Property or any moneys paid or payable in respect of those covenants or warranties,

including all rights against any trustee or nominee;

"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 Borrower to any Secured Party under each Finance Document;

"Security" means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

"Security Asset" means any asset of a Chargor which from time to time are, or are expressed or purported to be, subject to this Security;

"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 irrevocably paid in full and that all facilities which might give rise to any Secured Liabilities have been terminated; and

"Shoreham Chargor" means the Chargor known as Hargreaves Properties Limited (more particularly described in row 2 of Schedule 1 (*The Original Chargors*));

"Shoreham Deed of Grant" into a deed of grant in substantially the form annexed to this Deed at Schedule 9 (*Form of Shoreham Deed of Grant*) granting rights of access and running of services in favour of the Shoreham Property over the Shoreham Estate

"Shoreham Estate" means the estate owned by the Shoreham Chargor adjoining the Shoreham Property known as Dolphin Way, Shoreham-by-Sea, West Sussex registered at the Land Registry under title numbers WSX321888, WSX289226, WSX138893 and SX12711; and

"Shoreham Property" means the property known as Unit C1/2 Dolphin Way Shoreham (more particularly described in row 20 of Schedule 2 (*The Properties*)).

1.2 Construction

- (a) The provisions of Clause 1.2 (*Construction*) of the Facility Agreement shall apply, with any necessary amendments, in this Deed.
- (b) Any reference in this Deed to the **"Borrower"**, a **"Chargor"**, the **"Security Agent"**, a **"Party"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents (as relevant) and, in the case of the Security Agent, any person for the time being appointed as Security Agent in accordance with the Facility Agreement.
- (c) Any reference in this Deed to a Finance Document or Transaction Document or any other agreement or instrument is a reference to that Finance Document or Transaction Document or other agreement or instrument as may be amended, novated, supplemented, extended or restated from time to time.
- (d) Any reference in this Deed to **"this Security"** is a reference to the Security created, or expressed to be created, by this Deed.
- (e) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of any disposal of that Security Asset.

1.3 Disposition of Property

The terms of the other Finance Documents and of any agreement, document or side letter between the Parties are incorporated into this Deed to the extent required for any purported disposition of all or any part of any freehold or leasehold property contained in this Deed to be a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989.

1.4 Joint interests

Where under this Deed two or more Chargors purport to create a charge or other Security over the same Security Asset then:

- (a) they (or such of them as have the joint interest in the relevant Security Asset) shall be deemed to have jointly mortgaged, charged and/or assigned, as appropriate, their joint interest in the relevant Security Asset;
- (b) each person shall be deemed to have mortgaged, charged and/or assigned, as appropriate, its individual interest (if any) in the relevant Security Asset; and
- (c) each person shall be deemed to have confirmed the charge granted by the others.

1.5 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Third Parties Act to enforce or enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.
- (c) Any Receiver, Delegate, Finance Party or any officer, employee or agent of such Receiver, Delegate or Finance Party may, subject to this sub-Clause and the Third Parties Act, rely on any Clause of this Deed which expressly confers rights on it.

1.6 Related Rights

A reference in this Deed to any Security Asset includes all Related Rights in respect of that Security Asset and a reference in this Deed to any mortgage, charge or assignment of any Security Asset shall include all Related Rights in respect of that Security Asset.

1.7 Deed

This Deed is to take effect as a deed notwithstanding that the Security Agent may only execute it under hand.

1.8 Benefit

The provisions of this Deed are for the benefit of the Security Agent as security trustee for and on behalf of the Secured Parties.

2. Covenant to Pay

2.1 Covenant to Pay

Subject to clause 2.2 (*Limited Recourse*) each Chargor:

- (a) covenants to pay the Secured Liabilities when due or if they do not specify a time, on written demand by the Security Agent; and
- (b) agrees to indemnify and keep each Secured Party indemnified from and against all actions, charges, claims, costs, damages, proceedings and other liabilities

occasioned by any breach of any covenant or other obligation of any Chargor under the Finance Documents.

2.2 Limited Recourse

Notwithstanding any other provision of the Finance Documents, it is expressly agreed that:

- (a) the sole recourse of the Security Agent (or any other Secured Party) to each Chargor under this Deed shall be limited in all respects to that Chargor's interests in the Security Assets; and
- (b) the liability of each Chargor to the Security Agent pursuant to or otherwise in connection with the Finance Documents shall be:
 - (i) limited in aggregate to an amount equal to such amount recovered as a result of the enforcement of this Deed with respect to the Security Assets charged by that Chargor pursuant to this Deed; and
 - (ii) satisfied only from the proceeds of sale or other disposal or realisation of the Security Assets pursuant to this Deed.

3. Creation of Security

3.1 Security Generally

This Security:

- (a) is created in favour of the Security Agent by each Chargor for and on behalf of the Secured Parties;
- (b) is created by each Chargor as security for the payment of the Secured Liabilities; and
- (c) is made by each Chargor with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3.2 Land and Equipment

Each Chargor charges:

- (a) by way of first legal mortgage all its estates or interests in the Mortgaged Property; and
- (b) (to the extent that they are not the subject of a legal mortgage under paragraph (a) above) by way of first fixed charge over the Mortgaged Property, the buildings thereon and all the fixed and moveable Equipment, its interest in any Equipment in its possession and the benefit of all Related Rights.

3.3 Contracts

- (a) Each Chargor assigns absolutely to the Security Agent, subject to a proviso for re-assignment on redemption, all of its rights:
 - (i) in respect of Sale Proceeds;

- (ii) under each Lease;
 - (iii) in respect of all Rental Income;
 - (iv) under any guarantee of Rental Income contained in or relating to any Lease; and
 - (v) under each other Assigned Contract;
- (b) To the extent that any such right described in paragraph (a) above is not capable of assignment, the assignment of that right purported to be effected by paragraph (a) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which each relevant Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) To the extent that they do not fall within any other part of this sub-Clause or are not effectively assigned under paragraphs (a) or (b) above, each relevant Chargor charges by way of first fixed charge all of its rights which are not so assigned.
- (d) If a Chargor assigns an agreement or document under this Deed (or charges it) and the assignment or charge breaches a term of that agreement or document because a third party's consent has not been obtained:
 - (i) unless the Security Agent otherwise requires, that Chargor shall use all reasonable endeavours to obtain such consent as soon as practicable; and
 - (ii) that Chargor must promptly supply to the Security Agent a copy of such consent obtained by it.

3.4 Authorisations

- (a) Each Chargor charges by way of first fixed charge:
 - (i) the benefit of all Authorisations (statutory or otherwise) held in connection with its use of any Security Asset; and
 - (ii) the right to recover and receive compensation which may be payable to it in respect of any Authorisation referred to in sub-paragraph (i) above,
 together with all Related Rights.
- (b) To the extent that they do not fall within any other part of this Clause or are not effectively charged under paragraph (a) above, each relevant Chargor assigns absolutely to the Security Agent, subject to a proviso for re-assignment on redemption, all of its rights and interests under each Authorisation in relation to any Security Asset.
- (c) If a Chargor charges or assigns an Authorisation under this Deed and the charge or assignment breaches a term of that Authorisation because a third party's consent has not been obtained:
 - (i) that Chargor must notify the Security Agent;

- (ii) unless the Security Agent otherwise requires, that Chargor shall use all reasonable endeavours to obtain the consent as soon as practicable; and
- (iii) that Chargor must promptly supply to the Security Agent a copy of the consent obtained by it.

3.5 Floating Charge

- (a) Each Chargor charges by way of first floating charge its interest in the Mortgaged Property, the buildings thereon, any Equipment and the benefit of all Related Rights, both present and future, not otherwise effectively mortgaged, charged or assigned under this Deed.
- (b) The Security Agent may convert the floating charge created by this Deed into a fixed charge by written notice to a Chargor at any time:
 - (i) while an Event of Default is continuing; and/or
 - (ii) if the Security Agent considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process.
- (c) If:
 - (i) a Chargor creates or takes any step to create any Security (other than any Permitted Security) in breach of Clause 7.1 (*Negative Pledge*);
 - (ii) an administrator is appointed in respect of a Chargor or the Security Agent receives notice of an intention to appoint an administrator in respect of a Chargor; or
 - (iii) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of the Security Assets (except where such steps are frivolous or vexatious and are discharged, stayed or dismissed within fourteen (14) days of commencement); or
 - (iv) any other floating charge over any Security Asset is converted into a fixed charge,

the floating charge over the relevant Security Assets shall automatically and immediately be converted into a fixed charge.
- (d) Subject to paragraph (e) below, the floating charge created by this Clause 3.5 may not be converted into a fixed charge solely by reason of:
 - (i) the obtaining of a moratorium; or
 - (ii) anything done with a view to obtaining a moratorium,

under Part A1 of the Insolvency Act 1986.

- (e) Paragraph (d) above does not apply in respect of any floating charge referred to in subsection (4) of section A52 of Part A1 of the Insolvency Act 1986.
- (f) The floating charge created by this Clause 3.5 will (in addition to the circumstances when this may occur under general law) automatically convert into a fixed charge if an administrator is appointed or the Security Agent receives notice of an intention to appoint an administrator.
- (g) Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by this Clause 3.5.

3.6 Reconversion to a Floating Charge

Any floating charge which was crystallised under Clause 3.5 (*Floating Charge*) may by notice in writing given at any time by the Security Agent to any Chargor be reconverted into a floating charge in relation to the assets specified in such notice.

3.7 Accounts

- (a) Each Chargor charges by way of a first fixed charge all of its rights in respect of any Account other than the General Account, any amount standing to the credit of any Account other than the General Account and the debt represented by it.
- (b) Each Chargor charges by way of a first fixed charge all of its rights in respect of the General Account, any amount standing to the credit of the General Account and the debt represented by it.

3.8 Insurances

- (a) Each Chargor assigns absolutely to the Security Agent, subject to a proviso for re-assignment on redemption, all of its rights in respect of any contract or policy of insurance taken out by it or on its behalf from time to time or in which it has an interest and which relate to the Mortgaged Property and the proceeds payable under any such contract or policy of insurance (including, in relation to the Insurances, the Insurance Proceeds).
- (b) To the extent that any such right described in paragraph (a) above is not capable of assignment, the assignment of that right purported to be effected by paragraph (a) above shall operate as an assignment of any damages, compensation, remuneration, profit, rent or income which each relevant Chargor may derive from that right or be awarded or entitled to in respect of that right.
- (c) To the extent that they do not fall within any other part of this Clause or are not effectively assigned under paragraphs (a) or (b) above, each Chargor charges by way of first fixed charge all of its rights which are not so effectively assigned.

4. Continuing Security

4.1 Continuing Security

This Security is a continuing security and, subject to clause 2.2 (*Limited Recourse*), will extend to the ultimate balance of the Secured Liabilities, regardless of any intermediate payment or discharge in whole or in part.

4.2 Additional Security

This Security:

- (a) is in addition to, and is not in any way prejudiced by, any other Security or other right now or subsequently held by any Secured Party; and
- (b) may be enforced against any Chargor without having recourse to any other rights of any Secured Party.

5. Perfection

5.1 Mortgaged Property

In the case of the Mortgaged Property, each Chargor, shall promptly:

- (a) and in any event within any applicable priority period, apply to the Land Registry to register this Security;
- (b) submit to the Land Registry the duly completed form RX1 (or such other form as may be prescribed from time to time) to enter the following restriction on the register of title to that freehold or leasehold property:

"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 [DATE] in favour of Canada Life European Real Estate Limited (as agent and security trustee for the Secured Parties) referred to in the Charges Register (or its conveyancer)."

- (c) procure that the Shoreham Chargor submits to the Land Registry a duly completed form RX1 (or such other form as may be prescribed from time to time) to enter the restriction on the register of title to the land in title numbers WSX321888, WSX289226, WSX138893 and SX12711 in accordance with clause 7.3(c);
- (d) submit to the Land Registry a duly completed application to enter the obligation to make further loans or advances on the charges register of any registered land forming part of the Security Assets; and
- (e) pay all appropriate registration fees.

5.2 Notices of Charge or Assignment

- (a) The relevant Chargor shall, subject to paragraph (d) below, promptly following the first Utilisation Date, serve a notice of charge or assignment, substantially in the applicable form as set out in the relevant schedule to this Deed, on:
 - (i) each bank or financial institution where an Account is held (Schedule 4 (*Notice to Account Bank*));
 - (ii) each counterparty to an Assigned Contract other than a Lease or a Construction Document (Schedule 5 (*Notice to counterparty to Assigned Contract*));
 - (iii) each of its insurers (Schedule 7 (*Notice to insurers*)); and
 - (iv) any tenant under any Lease (Schedule 7 (*Notice to tenants*)).
- (b) The Chargors shall use reasonable endeavours to ensure that each person on whom notice is served under paragraph (a) above countersigns and returns the notice to the Security Agent as soon as reasonably practicable.
- (c) Entry into this Deed by each Chargor that is a party to an Assigned Contract constitutes notice to it of this Security over such Assigned Contract and each Chargor, by entering into this Deed, acknowledges receipt of such notice.
- (d) Notwithstanding paragraph (a) above the notices required to be served under paragraph (a)(iv) above are to be delivered to and held by the Security Agent on and from the first Utilisation Date to be served on the relevant tenants following an Event of Default which is continuing.

6. Further Assurance

- 6.1 Each Chargor shall promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may specify (and in such form as the Security Agent may require in favour of the Security Agent or its nominee(s)):
 - (a) to perfect this Security (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of this Deed but not otherwise) or for the exercise of any rights, powers and remedies of the Security Agent of the Secured Parties provided by or pursuant to the Finance Documents or by law; and/or
 - (b) at any time after this Security has become enforceable, to facilitate the realisation of the assets which are, or are intended to be, the subject of this Security.
- 6.2 Each Chargor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties by or pursuant to the Finance Documents.

7. Restrictions on Dealing

7.1 Negative Pledge

No Chargor shall create or permit to subsist any Security over:

- (a) any Security Asset;
- (b) any asset of a Chargor; or
- (c) any issued share capital of a Chargor,

other than any Permitted Security.

7.2 Disposals

No Chargor shall (nor agree to) enter into a single transaction or series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, licence, transfer or otherwise dispose of any Security Asset except as permitted by the Finance Documents.

7.3 Shoreham Property

- (a) The Shoreham Chargor shall not transfer or grant a lease for a term of over 20 years (save to a utility provider or to the local authority) without procuring that the disponent enters the Shoreham Deed of Grant PROVIDED THAT:
 - (i) where a disposal by the Shoreham Chargor is of part of the Shoreham Estate over which any of the rights contained in the Shoreham Deed of Grant are not required (the "**Exempt Property**") then the Shoreham Chargor shall not be required to procure that the disponent enters into the Shoreham Deed of Grant; and
 - (ii) the Shoreham Chargor shall not be required to procure that the disponent enters into the Shoreham Deed of Grant in respect of the grant of a lease which grants and reserves equivalent rights (mutatis mutandis) to those contained in the Shoreham Deed of Grant
- (b) The Shoreham Chargor shall at the request of the Security Agent on exercise of its power of sale of the Shoreham Property enter into the Shoreham Deed of Grant in favour of any transferee of the Shoreham Property.
- (c) The Shoreham Chargor shall procure that the following restriction is entered in the Proprietorship Register of title numbers WSX321888, WSX289226, WSX138893 and SX12711:

"No transfer or lease for a term expiring more than 20 years after the date of the lease by the proprietor of the registered estate or the proprietor of any registered charge is to be registered without a certificate from a conveyancer either that the provisions of clause 7.3(a) of a Security Agreement dated [•] 2021 have been complied with or that the disposition is of an Exempt Property (as that term is defined in that Security Agreement)."

- (d) The Security Agent consents to the registration of the restriction referred to in clause 7.3(c) above.

- (e) The Shoreham Chargor and the Security Agent each hereby agree that the Power of Attorney granted in clause 12 (*Power of Attorney*) of this Deed shall extend to the execution of the Shoreham Deed of Grant by the Security Agent in the name of the Shoreham Chargor.

7.4 Burgess Hill Property

- (a) The Burgess Hill Chargor shall enter into any disposition of the Burgess Hill Estate Road without procuring that the donee enters into the Burgess Hill Deed of Grant PROVIDED THAT:
 - (i) where a disposition by the Burgess Hill Chargor is of part of the Burgess Hill Estate Road over which any of the rights contained in the Burgess Hill Deed of Grant are not required (the "**Exempt Property**") then the Burgess Hill Chargor shall not be required to procure that the donee enters into the Burgess Hill Deed of Grant; and
 - (ii) the Burgess Hill Chargor shall not be required to procure that the donee enters into the Burgess Hill Deed of Grant in respect of the grant of a lease which grants and reserves equivalent rights (*mutatis mutandis*) to those contained in the Burgess Hill Deed of Grant.
- (b) The Burgess Hill Chargor shall at the request of the Security Agent on exercise of its power of sale of the Burgess Hill Property enter into the Burgess Hill Deed of Grant in favour of any transferee of the Burgess Hill Property.
- (c) The Burgess Hill Chargor shall procure that the following restriction is entered in the Proprietorship Register of title numbers WSX290416, WSX290417 and WSX118357:

"No disposition by the proprietor of the registered estate or the proprietor of any registered charge is to be registered without a certificate from a conveyancer either that the provisions of clause 7.4(a) of a Security Agreement dated [•] 2021 have been complied with or that the disposition is of an Exempt Property (as that term is defined in that Security Agreement)."
- (d) The Security Agent consents to the registration of the restriction referred to in clause 7.4(c) above.
- (e) The Burgess Hill Chargor and the Security Agent each hereby agree that the Power of Attorney granted in clause 12 (*Power of Attorney*) of this Deed shall extend to the execution of the Burgess Hill Deed of Grant by the Security Agent in the name of the Burgess Hill Chargor.

8. Representations

- 8.1 Each Chargor represents and warrants to the Security Agent (for the benefit of each Secured Party) on the date of this Deed (and in the case of an Additional Chargor, on the date of the relevant Deed of Accession) that:
 - (a) subject to the Legal Reservations and Perfection Requirements, this Deed:

- (i) creates (or, once entered into, will create) in favour of the Security Agent, the Security which it is expressed to create fully perfected and with the ranking and priority it is expressed to have;
 - (ii) is not subject to any prior or *pari passu* ranking Security; and
 - (iii) is not liable to be avoided or set aside on its liquidation, administration or otherwise; and
- (b) it is the absolute legal and beneficial owner of the Security Assets owned by it.

8.2 Each of the representations made in this Deed are deemed to be made by the Chargors, by reference to the facts and circumstances then existing on the date of the Utilisation Request, on the Utilisation Date and on each Interest Payment Date.

9. Enforcement of Security

9.1 When Enforceable

This Security shall be immediately enforceable if:

- (a) an Event of Default occurs which is continuing; or
- (b) a Chargor requests the Security Agent to appoint a Receiver over the whole or any part of its undertaking and assets.

9.2 Power of Sale

- (a) The Security Agent shall be entitled, without prior notice to any Chargor or prior authorisation from any court, to sell or otherwise dispose of all or any part of the Security Assets (at the times, in the manner and on the terms it thinks fit) in accordance with the provisions of the Finance Documents.
- (b) The statutory powers of sale, of appointing a Receiver and the other powers conferred on mortgagees by Section 101 of the LPA as varied and extended by this Deed shall arise on the date of this Deed.

9.3 Section 103 of the LPA

Section 103 of the LPA (restricting the power of sale) shall not apply to this Deed.

9.4 Section 93 of the LPA

Section 93 of the LPA (restricting the right of consolidation) shall not apply to this Deed.

9.5 No Liability as Mortgagee in Possession

Neither the Security Agent, a Receiver nor any Delegate is:

- (a) liable to account as mortgagee in possession in respect of the Security Assets; nor
- (b) liable for any loss upon realisation or exercise of any power, authority or right of the Security Agent, a Receiver or any Delegate arising under this Deed, nor for any act, default, neglect, or misconduct of any nature whatsoever.

9.6 Possession

If the Security Agent or a Receiver enters into possession of the Security Assets, such person may at any time go out of possession at the discretion of such person.

9.7 Privileges

The Security Agent, each Receiver and each Delegate is entitled to all the rights, powers and immunities conferred by the LPA on mortgagees and receivers duly appointed under the LPA.

9.8 No Duty to Enquire

No person dealing with the Security Agent, any Receiver or any Delegate shall be concerned to enquire:

- (a) whether an Event of Default has occurred or whether the rights conferred by or pursuant to any Finance Document are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to exercise any such rights; or
- (d) as to the application of any money borrowed or raised.

9.9 Protection to Purchasers

All the protection to purchasers contained in Sections 104 (relating to a conveyance on sale) and 107 (relating to mortgagee's receipts, discharges etc.) of the LPA, Section 42(3) of the Insolvency Act 1986 or in any other applicable legislation shall apply to any person purchasing from or dealing with the Security Agent, any Receiver or any Delegate.

9.10 Financial Collateral Arrangements

To the extent that the provisions of the Financial Collateral Arrangements (No. 2) Regulations 2003 (the "**Regulations**") apply to any Security Asset, the Security Agent shall have the right to appropriate any Security Asset which constitutes "financial collateral" (as defined in the Regulations) in or towards the satisfaction of the Secured Liabilities. The value of each Security Asset appropriated in accordance with this Clause shall be, in the case of cash, the amount of the cash appropriated. Each Chargor agrees that the method of valuation provided for in this Clause 9.10 is commercially reasonable for the purposes of the Regulations.

10. Receiver

10.1 Appointment of Receiver

Following the occurrence of an Event of Default which is continuing or upon receipt of request from a Chargor for the Security Agent to appoint a Receiver, whether or not the Security Agent has entered into or taken possession of the whole or any part of the Security Assets pursuant to this Deed and subject to any applicable insolvency law:

- (a) the Security Agent may, by writing under the hand of any authorised officer of the Security Agent, appoint a Receiver in relation to the Security Assets;
- (b) subject to the Insolvency Act 1986 the Security Agent may, from time to time, in similar manner, remove a Receiver and appoint another in its place; and
- (c) the Security Agent may, either at the time of appointment or at any time thereafter, fix the remuneration of a Receiver.

None of the restrictions imposed by the LPA in relation to the appointment of receivers, the giving of notice or otherwise shall apply.

10.2 Delegation by Receiver

A Receiver may from time to time delegate, by power of attorney or otherwise, to any person any of its powers and discretions, whether arising by statute, the provisions of this Deed or otherwise, upon such terms and for such periods of time as the Receiver may in its discretion think fit and may from time to time terminate any such delegation. The Security Agent shall not be liable for any loss or damage arising from any such delegate's act, default, neglect or misconduct of any nature whatsoever.

11. Powers of Receiver

11.1 General Powers

A Receiver has all the powers to do or abstain from doing anything which a Chargor could do or abstain from doing in relation to the Security Assets including, without limitation, the powers and discretions set out below in this Clause, the powers conferred by Section 109 of the LPA (Appointment, powers, remuneration and duties of receivers) and, in the case of a Receiver who is an administrative receiver, the powers conferred by Section 29 of the Insolvency Act 1986 (*Definitions*) and Schedule 1 to the Insolvency Act 1986 (*Powers of administrator or administrative receiver*).

11.2 Possession

A Receiver may take immediate possession of, get in and collect any Security Asset.

11.3 Carry on Business

A Receiver may carry on, manage or concur in carrying on or managing the whole or any part of the business of any Chargor as the Receiver may in its discretion think fit.

11.4 Dealings with Security Assets

A Receiver may, in each such case in such manner and generally on such terms as it may in its discretion think fit:

- (a) manage, insure, repair, decorate, maintain, alter, improve, renew or add to the Security Assets or concur in so doing;
- (b) commence or complete any building operations on any of the Mortgaged Property; and

- (c) apply for and maintain any planning permissions, building regulations, approvals and any other permissions, consents or licences,

including entry into any agreement, deed or contract in relation to any of the above.

11.5 Sale of Security Assets

- (a) A Receiver may sell, exchange, convert into money and realise the Security Assets or concur in so doing by public auction or private contract and generally in such manner and on such terms as the Receiver may in its discretion think fit.
- (b) Without prejudice to the generality of paragraph (a) above, a Receiver may do any of these things for any valuable consideration, including, without limitation, cash, shares, stock, debentures or other obligations. Any such consideration may be payable in a lump sum or by instalments spread over such period as a Receiver may in its discretion think fit.
- (c) Fixtures, other than fixtures of any landlord or of any tenant under a Lease, may be severed and sold separately from the Mortgaged Property containing them without the consent of any Chargor.

11.6 Mortgaged Property

- (a) A Receiver may, in each such case in such manner and generally on such terms as a Receiver may in its discretion think fit, with all the powers of an absolute beneficial owner to:
 - (i) let, hire or lease (with or without premium) any Mortgaged Property and accept surrenders of leases or tenancies or concur in so doing;
 - (ii) grant rights, options or easements over and otherwise deal with or dispose of, and exercise all rights, powers and discretions incidental to, the ownership of any of the Mortgaged Property; and
 - (iii) exchange or concur in exchanging any of the Mortgaged Property.
- (b) A Receiver may exercise any such power in paragraph (a) above by effecting such transaction in the name or on behalf of any relevant Chargor or otherwise.
- (c) Without any further consent by or notice to any Chargor, a Receiver may exercise all the powers and provisions conferred on a landlord or a tenant by any legislation in force.
- (d) A Receiver may make allowances to, and re-arrangements with, any person occupying the whole or any part of the Mortgaged Property, and negotiate and agree, or refer to arbitration, any revision of rent under any leases in respect of which the rental may fall to be reviewed and accept service of, or serve, any notice received or required or deemed desirable in connection with any such review or with the exercise of any option.

11.7 Borrow Money

- (a) For the purpose of exercising any of the powers, authorities or discretions conferred on the Receiver by or pursuant to this Deed or of defraying any costs (including,

without limitation, its remuneration) which are incurred by the Receiver in the exercise of such powers, authorities or discretions or for any other purpose, a Receiver may raise and borrow money or incur any other liability either unsecured or secured on the Security Assets, either in priority to the security constituted by this Deed (subject to the prior written consent of the Security Agent) or otherwise, and generally on such terms as the Receiver may in its discretion think fit.

- (b) No person lending such money is to be concerned to enquire as to the propriety or purpose of the exercise of such power or as to the application of any money so raised or borrowed.

11.8 Compromise and Legal Actions

A Receiver may:

- (a) settle or compromise any claim, adjust any account, refer to arbitration any dispute, and deal with any question or demand relating in any way to the Security Assets; and
- (b) bring, prosecute, enforce, defend and abandon all such actions, suits and proceedings in relation to the Security Assets,

as the Receiver may in its discretion think fit.

11.9 Subsidiaries

A Receiver may, notwithstanding the representations and covenants contained in the relevant Finance Documents, do the following in its discretion as it thinks fit:

- (a) promote the formation of any Subsidiary of any Chargor with a view to such Subsidiary purchasing, leasing, licensing or otherwise acquiring an interest in the Security Assets;
- (b) arrange for the purchase, lease, licence or acquisition of an interest in the Security Assets by any such Subsidiary for any valuable consideration, including, without limitation, cash, shares, debentures, loan stock, convertible loan stock or other securities, profits or a sum calculated by reference to profits, turnover, royalties, licence fees or otherwise, whether or not secured on the undertaking or assets of such Subsidiary and whether or not such consideration is payable or receivable in a lump sum or at any time or any number of times by instalments spread over such period; and
- (c) arrange for such Subsidiary to trade or cease to trade.

11.10 Appointments and Delegation

A Receiver may:

- (a) appoint and discharge any manager, officer, agent, professional adviser, employee and any other person, upon such terms as the Receiver may in its discretion think fit; and
- (b) delegate its powers in accordance with this Deed.

11.11 Receipts

A Receiver may give valid receipts for all monies and execute all assurances and things which the Receiver may in its discretion think proper or desirable for realising the Security Assets.

11.12 Investigations

A Receiver may conduct and complete all investigations, studies, sampling and testing and all remedial, removal and other actions, whether required under Environmental Law or by the Security Agent or otherwise and comply with all lawful orders and directives regarding Environmental Law.

11.13 Other

A Receiver may:

- (a) do all such other acts and things as the Receiver may in its discretion consider to be incidental or conducive to any of the matters or powers set out in this Deed or otherwise incidental or conducive to the preservation, improvement or realisation of the Security Assets; and
- (b) use the name of any Chargor for any purpose in relation to this Deed.

11.14 Receiver as Agent of the Chargors

A Receiver is for all purposes the agent of each Chargor. Subject to the provisions of the Insolvency Act 1986, each Chargor is solely responsible for all Receivers' acts, defaults, neglect and misconduct of any nature whatsoever and for each Receiver's remuneration and costs, to the exclusion of liability on the part of the Security Agent.

11.15 No Obligation

No Receiver is obliged to exercise any of the powers set out in this Clause.

11.16 Several Power

Where more than one Receiver is appointed, each Receiver has the power to act severally unless the Security Agent specifies otherwise in the appointment of such Receiver.

11.17 Powers Exercisable by the Security Agent

- (a) The Security Agent may exercise all powers granted to a Receiver by this Deed, whether as attorney of a Chargor or otherwise.
- (b) The powers of a Receiver set out above are in addition to, and without prejudice to, all statutory and other powers of the Security Agent and so that, without limitation, such powers are and remain exercisable by the Security Agent in respect of that part of the Security Assets in respect of which no appointment of a Receiver by the Security Agent is from time to time subsisting.

12. Power of Attorney

12.1 Appointment

Each Chargor by way of security irrevocably appoints the Security Agent, any Receiver and any Delegate severally as its attorney (with full power of substitution) on its behalf and in its name or otherwise at such time and in such manner as the attorney may think fit:

- (a) to do anything which a Chargor is obliged to do under any Finance Document, but has failed to do on the date it was obliged so to do; and
- (b) to exercise any of the rights conferred on the Security Agent, any Receiver or any Delegate in relation to the Security Assets or under any Finance Document, the LPA or the Insolvency Act 1986.

12.2 Ratification

Each Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney does or purports to do under its appointment under this Clause.

13. Preservation of Security

13.1 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Chargor or any security for those obligations or otherwise) is made by a Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Chargor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred and each Secured Party shall be entitled to recover the value or amount of that payment, security or disposition from the Chargors.

13.2 Waiver of Defences

The obligations of each Chargor under this Deed will not be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its rights and/or obligations under this Deed (and whether or not known to it or each Secured Party) including, without limitation:

- (a) any time, waiver or consent granted to, or composition with, any Chargor or other person;
- (b) the release of any Chargor or any other person under the terms of any composition or arrangement with any creditor of any other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of any Chargor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Chargor or any other person;
- (e) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case, however fundamental, whether or not more onerous or of whatever nature) or replacement of a Finance Document or any other

document or security, including, without limitation, any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;

- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

13.3 Immediate Recourse

Each Chargor waives any right it may have of first requiring any Secured Party (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from any Chargor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

13.4 Appropriations

Until the Secured Liabilities have been irrevocably paid in full, any Secured Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Secured Party (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and no Chargor shall be entitled to the benefit of the same; and
- (b) hold in an interest-bearing suspense account any moneys received from any Chargor or on account of a Chargor's liability under this Deed.

13.5 Deferral of a Chargor's Rights

- (a) Until the Secured Liabilities have been irrevocably paid in full and unless the Security Agent otherwise directs, no Chargor shall exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Deed:
 - (i) to be indemnified by another Chargor or any other person;
 - (ii) to claim any contribution from any other guarantor of any Chargor's obligations under the Finance Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of any Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;
 - (iv) to bring legal or other proceedings for an order requiring a Chargor to make any payment, or perform any obligation, in respect of which a Chargor has given a guarantee, undertaking or indemnity under any Finance Document;
 - (v) to exercise any right of set-off against any Chargor or other person; and/or

- (vi) to claim or prove as a creditor of any Chargor or other person in competition with any Secured Party.
- (b) If a Chargor receives any benefit, payment or distribution in relation to such rights, it shall hold that benefit, payment or distribution (to the extent necessary to enable all amounts which may be or become payable to the Secured Parties by that Chargor under or in connection with the Finance Documents to be repaid in full) on trust for the Secured Parties and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct.

14. Payments

14.1 Continuation of Accounts

- (a) At any time if any subsequent Security affects any Security Asset (other than any Security permitted by the Finance Documents), any Security Asset is disposed of or a petition is presented or resolution passed in relation to the winding-up of any Chargor (other than a frivolous or vexatious petition which is discharged, stayed or dismissed within fourteen (14) days of commencement), any Secured Party may:
 - (i) close any account of that Chargor then existing; and
 - (ii) open a new account in the name of that Chargor (whether or not it permits any existing account to continue).
- (b) If the Secured Party does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred, unless the relevant Chargor has received written notice from that Secured Party to the contrary.
- (c) All payments made to that Secured Party after such an event shall be credited to, or treated as having been credited to, the new account.
- (d) No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the Secured Liabilities.

14.2 Application of Payments to the Security Agent

The Security Agent shall apply all amounts received or recovered under this Deed in satisfaction of, whether in whole or in part, the Secured Liabilities in accordance with the Facility Agreement.

15. Calculations and Certificates

15.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by each Chargor are *prima facie* evidence of the matters to which they relate.

15.2 Certificates and Determinations

Any certification or determination by the Security Agent of a rate or amount under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

16. Release of Security

16.1 Release

At the end of the Security Period, the Security Agent shall, at the written request and cost of the Chargors, take all action reasonably necessary to release the Security Assets from this Security and return all deeds and documents of title held by the Security Agent in relation to this Deed and execute and deliver such further deeds and documents as the Chargors may reasonably require to give effect to this Clause.

16.2 Retention

If the Security Agent considers that any amount paid or credited to it under a Finance Document or this Deed is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities have irrevocably paid.

17. Tacking

Each Chargor acknowledges that each Finance Party shall comply with its obligations under the Finance Documents (including any obligation to make further advances).

18. No Merger or Prejudice

This Deed is in addition to and will not merge in or in any way be prejudiced or affected by the holding or release by the Security Agent of any other security at any time held by the Security Agent.

19. Partial Invalidity

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of the remaining provisions under the law of any other jurisdiction will in any way be affected or impaired.

20. Remedies and Waivers

- (a) No failure to exercise, nor any delay in exercising, on the part of the Security Agent, 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.
- (b) No election to affirm this Deed on the part of any Secured Party shall be effective unless it is in writing.
- (c) No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy.
- (d) The rights and remedies provided in this Deed are cumulative and are not exclusive of any rights or remedies provided by law.

21. Changes to the Parties

21.1 Assignment and Transfer by a Chargor

- (a) No Chargor shall assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed.
- (b) Each Chargor acknowledges the terms of and agrees to be bound by Clause 25 (*Changes to the Obligors*) of the Facility Agreement.
- (c) The Borrower may request that a new chargor becomes a party to this Deed by such person executing a Deed of Accession in the form set out in Schedule 8 (*Form of Deed of Accession*).
- (d) Delivery of a Deed of Accession constitutes confirmation by an Additional Chargor that it makes the relevant representations referred to in this Deed and agrees to be bound by the terms of this Deed as if it were an original Party thereto.

21.2 Assignment and Transfer by the Security Agent

The Security Agent may assign any of its rights or transfer (whether by novation or otherwise) any of its rights or obligations under this Deed to any person to which it is permitted to assign its rights or transfer any of its rights or obligations under the terms of the Facility Agreement.

22. Notices

22.1 Communication Method

Any communication to be made under or in connection with this Deed shall be made as provided in the Facility Agreement.

22.2 Addresses

The address (and the department or officer, if any, for whose attention the communication is to be made) of each Chargor and the Security Agent for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below or any substitute address or department or officer which that Party may notify to the Security Agent (or the Security Agent may notify to the other Parties, if a change is made by the Security Agent) by not less than five (5) Business Days' notice.

22.3 Delivery

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed will only be effective when it has been left at the relevant address or five (5) 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 22.2 (*Addresses*), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).
- (c) All notices from or to any Chargor shall be sent through the Security Agent.

- (d) Any communication or document made or delivered to a Chargor in accordance with this Clause 22.3 (*Delivery*) will be deemed to have been made or delivered to each Chargor.
- (e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (c) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

22.4 Notification of address

Promptly upon receipt of notification of an address or change of address pursuant to Clause 22.2 (*Addresses*) or changing its own address, the Security Agent shall notify the other Parties.

22.5 Electronic communication

Any communication to be made under or in connection with this Deed by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) shall be made as provided in the Facility Agreement.

22.6 English language

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Security Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

23. Governing Law

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

24. Jurisdiction

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed or any non-contractual obligation arising out of or in connection with this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This clause is for the benefit of the Secured Parties only. As a result, no Secured Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Secured Parties may take concurrent proceedings in any number of jurisdictions.

THIS DEED has been entered into as a deed and delivered on the date stated at the beginning of this Deed.

Schedule 1**THE ORIGINAL CHARGORS**

	Name	Jurisdiction of incorporation	Registered Number
1.	Hargreaves Property Holdings Limited	England & Wales	00921796
2.	Hargreaves Properties Limited	England & Wales	00794877
3.	Hargreaves Developments Limited	England & Wales	01036206
4.	Portfield Estate Company Limited	England & Wales	01034905
5.	Vanstian Limited	England & Wales	01230158
6.	QRQ Limited	England & Wales	07895640

Schedule 2**THE PROPERTIES**

No	Property Description	Title Number	Tenure	Chargor
1.	Unit 2 Edward Way, Burgess Hill	WSX149227	Freehold	Hargreaves Developments Limited
2.	Unit 4 York Road, Burgess Hill	WSX215828	Freehold	Vanstian Limited
3.	Unit 6 York Road, Burgess Hill	WSX290415 & WSX183734	Freehold	Hargreaves Developments Limited
4.	Blocks A-C, York Road, Burgess Hill	WSX280788, WSX281235 & WSX215829	Freehold	Vanstian Limited
5.	93/94 Queens Road, Brighton	SX148395	Freehold	Hargreaves Developments Limited
6.	Queens Road Quadrant, Brighton	ESX113134	Freehold	Portfield Estate Company Limited
7.	Queens Road Quadrant, Brighton	ESX352089	Leasehold	QRQ Limited
8.	Petrol Station, Summit Avenue, Farnborough	HP493965	Freehold	Hargreaves Properties Limited
9.	26 Park Road South, Havant	SH12779	Freehold	Hargreaves Properties Limited
10.	Units 4 - 10, Solent Road Trade Park, Solent Road, Havant PO9 1JH	SH36026	Freehold	Hargreaves Properties Limited
11.	Site A, Hamilton Business Park, Hedge End	HP667649	Freehold	Hargreaves Developments Limited
12.	Site B, Hamilton Business Park, Hedge End	HP735399	Freehold	Hargreaves Developments Limited

13.	Site C, Hamilton Business Park, Hedge End	HP648511	Freehold	Hargreaves Developments Limited
14.	Site E, Hamilton Business Park, Hedge End	HP602361	Freehold	Hargreaves Developments Limited
15.	Units 1-4 Newtown Trade Park, Newtown Road, Hove BN3 7BA	ESX46444	Freehold	Hargreaves Properties Limited
16.	Units 1 and 2 Newtown Trade Park, Newtown Road, Hove, East Sussex	ESX398030	Leasehold	Hargreaves Developments Limited
17.	Block A Portfield Industrial Estate, Portsmouth	HP200433	Leasehold	Hargreaves Properties Limited
18.	Block B Portfield Industrial Estate, Portsmouth	HP195755	Leasehold	Hargreaves Properties Limited
19.	Block C Portfield Industrial Estate, Portsmouth	HP189881	Leasehold	Hargreaves Properties Limited
20.	Unit C1/2 Dolphin Way, Shoreham	WSX184385	Freehold	Hargreaves Properties Limited
21.	Rock Business Park, Washington	WSX241546	Freehold	Hargreaves Properties Limited
22.	Winchester Trade Park, Winchester	HP578672 & HP603652	Freehold	Hargreaves Properties Limited

Schedule 3

ACCOUNTS

Account name	Account holder	Account bank	Sort code	Account number
General Account	Hargreaves Property Holdings Limited	Barclays Bank Plc	■■■■■	■■■■■
Rent Account	Hargreaves Property Holdings Limited	Barclays Bank Plc	■■■■■	■■■■■
Remedy Account	Hargreaves Property Holdings Limited	National Westminster Bank Plc		
Proceeds Account	Hargreaves Property Holdings Limited	National Westminster Bank Plc		

Schedule 4

NOTICE TO ACCOUNT BANK

To: [Barclays Bank Plc]

Address: [•]

[Date]

Dear Sirs

Security Agreement dated [•] 2021 (the "Security Agreement") between (amongst others) Hargreaves Property Holdings Limited (the "Chargor") and Canada Life European Real Estate Limited (the "Security Agent")

1. We give notice that, by a security agreement dated _____ 2021 (the "**Security Agreement**"), we have charged to the Security Agent all our present and future right, title and interest in and to:
 - (a) the Rent Account (as defined in the schedule to this letter), all monies standing to the credit of the Rent Account and all additions to or renewals or replacements thereof (in whatever currency); and
 - (b) the General Account (as defined in the schedule to this letter), all monies standing to the credit of the General Account and all additions to or renewals or replacements thereof (in whatever currency),(together the "**Charged Accounts**") and to all interest from time to time accrued or accruing on the Charged Accounts, any investment made out of any such monies or account and all rights to repayment of any of the foregoing by you.
2. The Security Agent, by its countersignature of this notice, agrees that:
 - (a) The Chargor may continue to withdraw monies from the Charged Accounts; and
 - (b) you may debit to the General Account amounts due to you from the Chargor,until you receive notice from the Security Agent that it or you may no longer do so. The Security Agent may by notice to you at any time amend or withdraw this consent.
3. We irrevocably authorise and instruct you from time to time:
 - (a) to hold all monies from time to time standing to the credit of the Charged Accounts to the order of the Security Agent following receipt of written instructions from the Security Agent to that effect;
 - (b) to pay all or any part of the monies standing to the credit of the Charged Accounts to the Security Agent (or as it may direct) promptly following receipt of written instructions from the Security Agent to that effect; and
 - (c) to disclose to the Security Agent such information relating to the Chargor and the Charged Accounts as the Security Agent may from time to time request you to provide.

4. We agree that you are not bound to enquire whether the right of the Security Agent to withdraw any monies from any Charged Account has arisen or be concerned with:
- (a) the propriety or regularity of the exercise of that right; or
 - (b) notice to the contrary; or
 - (c) to be responsible for the application of any monies received by the Security Agent.
5. This notice may only be revoked or amended with the prior written consent of the Security Agent.
6. Please confirm by completing the enclosed copy of this notice and returning it to the Security Agent (with a copy to the Chargor) that you agree to the above and that:
- (a) you accept the authorisations and instructions contained in this notice and you undertake to comply with this notice;
 - (b) you have not, at the date this notice is returned to the Security Agent, received notice of any assignment or charge of or claim to the monies standing to the credit of any Charged Account or the grant of any security or other interest over those monies or any Charged Account in favour of any third party and you will notify the Security Agent promptly if you should do so in the future; and
 - (c) you do not at the date of this notice and will not except as expressly permitted by this notice, in the future exercise any right to combine accounts or any rights of set-off or lien or any similar rights in relation to the monies standing to the credit of the Charged Accounts.
7. This notice, and any acknowledgement in connection with it, and any non-contractual obligations arising out of or in connection with any of them, shall be governed by English Law.

Yours faithfully

For and behalf of
HARGREAVES PROPERTY HOLDINGS LIMITED

Name_____

Title_____

Counterpart signed by

For and behalf of
CANADA LIFE EUROPEAN REAL ESTATE LIMITED
(as Security Agent)

SCHEDULE

Rent Account		
Account Holder	Rent Account number	Account Bank branch address and sort code
Hargreaves Property Holdings Limited	██████████	Barclays Bank Plc Leicester LE87 2BB ██████████
General Account		
Account Holder	General Account number	Account Bank branch address and sort code
Hargreaves Property Holdings Limited	██████████	Barclays Bank Plc Leicester LE87 2BB ██████████

Schedule 5

NOTICE TO COUNTERPARTY TO ASSIGNED CONTRACT

To: [Insert name of counterparty]

Address: [•]

[Date]

Dear Sirs

Hargreaves Property Holdings Limited - Facility Agreement dated [on or about the date of this Deed]

1. We refer to:

- (a) [Insert description of assigned contracts] (the "**Contract**"); and
- (b) the security agreement (the "**Security Agreement**") dated [•] between, [amongst others,] [•] Limited as chargor and Canada Life European Real Estate Limited as agent and trustee for the Secured Parties referred to in the Security Agreement (the "**Security Agent**").

Terms defined in the Security Agreement have the same meaning in this notice.

We give you notice that pursuant to the Security Agreement, we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and to the Contract.

2. We irrevocably instruct and authorise you and confirm that:

- (a) we will remain liable under the Contract to perform all the obligations assumed by us under the Contract. None of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Contract; and
- (b) we are entitled to exercise all of our rights, powers and discretions under the Contract, and you should continue to give notices under the Contract to us, unless and until you receive notice from the Security Agent to the contrary. In this event, all the rights, powers and discretions under the Agreement will be exercisable by, and notices must be given to, the Security Agent or as it directs.

3. Please note that we have agreed not to amend, waive or vary any provision of, or terminate or rescind the Contract without the prior written consent of the Security Agent.

4. The instructions in this notice:

- (a) may be complied with without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions;
- (b) apply until you receive notice from the Security Agent to the contrary, notwithstanding any previous instructions given by us; and

- (c) may not be revoked or amended without the prior written consent of the Security Agent.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by, and shall be construed in accordance with, English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Contract as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at 1-6 Lombard Street, London EC3V 9JU, United Kingdom, marked for the attention of Mortgage Portfolio Manager for the Agent re: *Hargreaves Property Holdings Limited*.

.....
Authorised signatory for and on behalf of
[Insert name of Chargor]
as Chargor

[On duplicate]

We acknowledge receipt of the notice of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of assignment or charge or notice that any other person claims any rights in respect of the Contract.

We confirm that:

- (a) we have not received any other notice of any assignment of, or any security, charge or the interest of any third party in the Contract;
- (b) there has been no amendment, waiver or release of any rights or interests in the Contract since the date of the Contract;
- (c) we will not agree to any amendment, waiver or release of any provision of the Contract without the prior written consent of the Security Agent;
- (d) as at the date of this acknowledgment, we are not aware of any breach by the Chargor of the terms of the Contract; and
- (e) we do not have and have not claimed or exercised any right or claim against the Chargor, or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Contract.

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

.....
For and on behalf of [*Insert name of counterparty*]

Date:

Schedule 6

NOTICE TO INSURERS

To: [Insert name of counterparty]

Address: [•]

[Date]

Dear Sirs

Hargreaves Property Holdings Limited - Facility Agreement dated [on or about the date of this Deed]

We refer to:

- (A) [Insert description of relevant insurance policies or if not workable, attach a schedule] (the "**Insurances**"); and
- (B) the security agreement (the "**Security Agreement**") dated [•] between, amongst others, [•] as chargor and Canada Life European Real Estate Limited as security agent and trustee for the Secured Parties referred to in the Security Agreement (the "**Security Agent**").

Terms defined in the Security Agreement have the same meaning in this notice.

We give you notice that pursuant to the Security Agreement, we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and to the Insurances.

We will remain liable to perform all our obligations under the Insurances and the Security Agent is under no obligation or liability of any kind whatsoever to any person either under the Insurances or in the event of any failure by us to perform our obligations under the Insurances. Save as otherwise set out below, you will continue to deal with us in relation to the Insurances until you receive notice to the contrary from the Security Agent. Thereafter, we will cease to have any right to deal with you in relation to the Insurances and from that time, you should deal only with the Security Agent.

1. We irrevocably and unconditionally instruct and authorise you:

- (a) that all moneys payable by you to the Chargor in respect of the Insurances other than third party Insurances shall be paid as directed by the Chargor, unless and until you receive written notice from the Security Agent that an Event of Default has occurred, in which event you should make all future payments as then directed by the Security Agent;
- (b) subject to any applicable legislation and despite the assignments referred to above, that all sums in respect of any claim under any third party Insurance by an insured party shall be paid;
 - (i) directly to the person whose claim(s) constitute(s) the risk or liability insured against, provided that such person has executed a discharge of all

claims against each insured party in respect of the risk or liability in relation to which the claim was made; and

- (ii) (despite any policy term to the contrary) to the extent that insurers accept liability to indemnify the insured party in respect of the claims or liabilities which the insured party has settled directly with the claimant, to the relevant insured party, unless the insured party is us, in which case such sums shall be paid as directed by the Security Agent.

2. The instructions in this notice:

- (a) may be complied with without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions;
- (b) apply until you receive notice from the Security Agent to the contrary, notwithstanding any previous instructions given by us; and
- (c) may not be revoked or amended without the prior written consent of the Security Agent.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by, and shall be construed in accordance with, English law.

Please acknowledge receipt of this notice, and confirm that you will pay all moneys in respect of the Insurances as directed by or pursuant to this notice, by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at 1-6 Lombard Street, London EC3V 9JU, United Kingdom, marked for the attention of Mortgage Portfolio Manager for the Agent re: *Hargreaves Property Holdings Limited*.

.....
Authorised signatory for and on behalf of
[Insert name of Chargor]
as Chargor

[On duplicate]

We acknowledge receipt of the notice of which this is a copy and agree to comply with its terms.

We confirm that we have not received any other notice of assignment or change, or notice that any other person claims any rights in respect of the Insurances.

We further confirm that:

- (a) there has been no amendment, waiver or release of any rights or interests in the Insurances since the date of the Insurances;
- (b) we have noted the Security Agent's interest as co-insured and first loss payee on the Insurances;
- (c) we will not agree to an amendment, waiver or release of any provision of the Insurances without the prior written consent of the Security Agent; and
- (d) we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other rights relating to the Insurances.

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

.....
For and on behalf of
[Insert name of Insurer]

Date:

Schedule 7

NOTICE TO TENANTS

[On the letterhead of the relevant Chargor]

To: [Insert name of counterparty]

Address: [•]

[Date]

Dear Sirs

Hargreaves Property Holdings Limited - Facility Agreement dated [on or about the date of this Deed]

We refer to:

- (A) [•] (the "**Occupational Lease**"); and
- (B) the security agreement (the "**Security Agreement**") dated between, amongst others, [•] Limited as chargor and Canada Life European Real Estate Limited as security agent and trustee for the Secured Parties referred to in the Security Agreement (the "**Security Agent**").

Terms defined in the Security Agreement have the same meaning in this notice.

We give you notice that pursuant to the Security Agreement, we have assigned to the Security Agent (as agent and trustee for the Secured Parties referred to in the Security Agreement) all of our present and future right, title and interest in and to the lease documents and the Occupational Lease, including all rent payable to us under the lease documents and the Occupational Lease.

1. We irrevocably and unconditionally instruct and authorise you:

- (a) to make all payments in connection with the Occupational Lease and the lease documents as directed by the Security Agent from time to time;
- (b) the Security Agent currently instructs you to pay all amounts due under the Occupational Lease and the lease documents to [insert relevant account details];
- (c) until otherwise advised by the Security Agent, we will remain liable under the Occupational Lease and the lease documents to perform all the obligations assumed by us under the Occupational Lease and the lease documents. None of the Security Agent, its agents, any receiver or any other person will at any time be under any obligation or liability to you under or in respect of the Occupational Lease and the lease documents;
- (d) you should continue to give notices under the Occupational Lease and the lease documents as directed under the Occupational Lease and the lease documents, unless and until you receive notice from the Security Agent to the contrary; and
- (e) to disclose to the Security Agent any information relating to the Occupational Lease and the lease documents which the Security Agent may request.

2. Please note that we have agreed not to amend, waive or vary any provision of, or terminate or rescind the Occupational Lease and the lease documents without the prior written consent of the Security Agent.
3. The instructions in this notice:
 - (a) may be complied with without any further permission from us and without enquiry by you as to the justification for or validity of any notice, request or instructions;
 - (b) apply until you receive notice from the Security Agent to the contrary, notwithstanding any previous instructions given by us; and
 - (c) may not be revoked or amended without the prior written consent of the Security Agent.

This notice and any non-contractual obligations and other matters arising from or in connection with it are governed by, and shall be construed in accordance with, English law.

Please acknowledge receipt of this notice by signing the acknowledgement on the attached copy of this notice and returning that copy to the Security Agent at 1-6 Lombard Street, London EC3V 9JU, United Kingdom, marked for the attention of Mortgage Portfolio Manager for the Agent re: *Hargreaves Property Holdings Limited*.

Yours faithfully,

.....
Authorised signatory for and on behalf of
[Insert name of Chargor]
as Chargor

[On duplicate]

We acknowledge receipt of the notice of which this is a copy and agree to comply with its terms.

We confirm that:

1. we have not received any other notice of any assignment or charge of the Chargor's interest in the Occupational Lease and the lease documents in favour of any other person nor that any third party has or will have any right or interest in, or has made or will be making any claim or demand or taking any action in respect of, the rights of the Chargor in respect of the Occupational Lease or the lease documents.
2. we shall pay all rent and all other moneys payable by us under the Occupational Lease and the lease documents into the Management Company's account and we must continue to pay those moneys into the Management Company's account until we receive the prior written consent of the Security Agent to the contrary;
3. we will not agree to any amendment, waiver or release of any provisions of the Occupational Lease and the lease documents without the prior written consent of the Security Agent;
4. the Chargor will remain liable to perform all its obligations under the Occupational Lease and the lease documents and the Security Agent is under no obligation of any kind whatsoever under the Occupational Lease or the lease documents nor under any liability whatsoever in the event of any failure by the Chargor to perform its obligations under the Occupational Lease and the lease documents;
5. no breach or default on the part of the Chargor of any of the terms of the Occupational Lease or the lease documents will be deemed to have occurred unless we have given notice of such breach to the Security Agent specifying how to make good such breach; and
6. we do not have and have not claimed or exercised any right or claim against the Chargor or exercised or attempted to exercise any right of set-off, counterclaim or other right relating to the Occupational Lease or the lease documents.

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

.....
For and on behalf of

[Insert name of tenant]

Date:

Schedule 8

FORM OF DEED OF ACCESSION

THIS DEED OF ACCESSION is made the [•] day of [•]

BETWEEN:

- (1) [•] a company incorporated under the laws of [England and Wales] with registration number [•] and whose registered office is at [•] (the "**Acceding Chargor**");
- (2) **HARGREAVES PROPERTY HOLDINGS LIMITED** a company incorporated under the laws of England and Wales with registration number 00921796 and whose registered office is at Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR (the "**Borrower**") for itself and as agent for and on behalf of each of the other Chargors named in the Security Agreement referred to below; and
- (3) **CANADA LIFE EUROPEAN REAL ESTATE LIMITED** (the "**Security Agent**") as agent and trustee for itself and the Secured Parties referred to in the Security Agreement (as defined below)

BACKGROUND

- (A) The Acceding Chargor is a [wholly-owned] Subsidiary of [the Borrower].
- (B) The Borrower has entered into a Security Agreement dated [•] (as supplemented and amended by Deeds of Accession or otherwise from time to time, the "**Security Agreement**") between the Borrower, each of the other companies named in it as Chargors, and the Security Agent as agent and trustee for the Secured Parties referred to in the Security Agreement, a copy of which is attached to this Deed as the Appendix.
- (C) The Acceding Chargor has as the request of the Borrower and in consideration of the Finance Parties making or continuing to make facilities available to the Borrower [or any other member of the Group] and after giving due consideration to the terms and conditions of the Security Agreement and the other Finance Documents and satisfying itself that there are reasonable grounds for believing that the entry into this Deed by it will be of material commercial benefit to it and its members as a whole, decided in good faith and for the purpose of carrying on its business to enter into this Deed and become a Chargor under the Security Agreement.

NOW THIS DEED WITNESSES as follows:

1. Terms defined in the Security Agreement shall have the same meaning in this Deed.
2. The Acceding Chargor agrees to become a party to and bound by the terms of the Security Agreement as a Chargor with immediate effect and so that the Security Agreement shall be read and construed for all purposes as if the Acceding Chargor had been an original party to it in the capacity of Chargor (but so that the security created consequent on such accession shall be created on the date of this Security Agreement).
3. The Acceding Chargor makes the representations in the Security Agreement on the date of this Deed and undertakes to be bound by all the covenants and agreements in the Security Agreement that are expressed to be binding on a Chargor. In accordance with the foregoing,

the Acceding Chargor now grants to the Security Agent as agent and security trustee for the Secured Parties, the assignments, charges, mortgages and other security described in the Security Agreement as being granted, created or made be Chargors under the Security Agreement, to the intent that its assignments, charges, mortgages and other security shall be effective and binding upon it and its property and assets and shall not in any way be avoided, discharged or released or otherwise adversely affected by any ineffectiveness or invalidity of the Security Agreement or of any other party's execution of it or any other Deed of Accession, or by any avoidance, invalidity, discharge or release of any guarantee, assignment or charge contained in the Security Agreement or in any other Deed of Accession or in any other Finance Document. The Security Agreement and this Deed shall be read as one to this extent and so that references in the Security Agreement to "this Security Agreement", "herein", and similar phrases shall be deemed to include this Deed and all references in the Security Agreement to any Schedule (or any part of it) shall be deemed to include a reference to the Schedules to this Deed (or relevant part of it).

4. The Borrower, for itself and as agent for and on behalf of all other Chargors under the Security Agreement, agrees to all matters provided for in this Deed.
5. Without limiting the generality of the other provisions of this Deed and the Security Agreement pursuant to the terms of this Deed and the Security Agreement, the Acceding Chargor as continuing security for the payment, discharge and performance of all Secured Liabilities, by this Deed and by the Security Agreement in favour of the Security Agent (as agent and trustee for itself and each of the Secured Parties);
 - (a) charges by way of first legal mortgage all the property (if any) now belonging to it brief descriptions of which are specified in the Schedule to this Deed;
 - (b) assigns all of its right, title and interest (if any) in and to each of the contracts and agreements specified in Clause 3.3(*Contracts*) of the Security Agreement and in or to:
 - (i) *[list additional Material Contracts to be assigned by way of security]*; and
 - (c) agrees that the Acceding Chargor's estates and other interests in certain specific Accounts for the purposes of Claus 3.7 (*Accounts*) of the Security Agreement, as such provisions apply in relation to the Acceding Chargor, are specified in the Schedule to this Deed and are by this Deed charged by way of security as provided in such provisions and the other provisions of the Security Agreement

in each case in accordance with Clause 3.1 (*Security Generally*) of the Security Agreement.

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

SCHEDULE

[Insert details (adopting same format as used in the Schedules to the Security Agreement) of:

- 1. freehold, leasehold and other immovable property in which the Acceding Chargor has an interest;*
- 2. Accounts in which the Acceding Chargor has an interest.]*

APPENDIX

[attach executed copy of Security Agreement]

SIGNATORIES

(to Deed of Accession)

The Acceding Chargor

(for a company incorporated in the United Kingdom)

EXECUTED as a **DEED** by [.....] **LIMITED/PLC**
acting
by [a director and its secretary][two directors]:

.....

Signature of director

.....

Signature of [secretary][director]

OR

EXECUTED as a **DEED** by [.....] **LIMITED/PLC**
acting
by a director in the presence of:

.....

Signature of director

Signature of witness

Print name

Address

.....

.....

Occupation

Schedule 9

FORM OF SHOREHAM DEED OF GRANT

HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

Grantor's Title Number: WSX321888, WSX289226, WSX138893 and SX12711

Administrative Area: WEST SUSSEX : ADUR

Grantee's Title Number: WSX184385

Administrative Area: WEST SUSSEX : ADUR

THIS DEED is dated

BETWEEN

- (1) **HARGREAVES PROPERTIES LIMITED** incorporated in England and Wales with company registration number 00794877 whose registered office is at Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR (the "**Grantor**");
- (2) [] incorporated in England and Wales with company registration number [] whose registered office is at [] (the "**Grantee**");

BACKGROUND

- (A) The Grantor owns the Grantor's Property and the Grantee owns the Grantee's Property.
- (B) The Grantor has agreed to grant the Rights to the Grantee for the benefit of the Grantee's Property on the terms contained in this Deed.
- (C) The Grantee has agreed to grant the Reserved Rights to the Grantor for the benefit of the Grantor's Property.

TERMS AGREED

1. Definitions and interpretation

In this Deed the following definitions apply:

"Estate" the estate known as Dolphin Way, Shoreham-by-Sea, West Sussex registered at the Land Registry under title numbers WSX184385, WSX321888, WSX289226, and SX12711 and shown edged blue on the Plan;

"Estate Road" the road known as Dolphin Way, Shoreham-By-Sea, West Sussex shown coloured blue on the Plan;

"Grantee's" the freehold land known as Block C, Dolphin Way, Shoreham-By-Sea (BN43

"Property"	6NZ) as registered at HM Land Registry with title number WSX184385;
"Grantor's Property "	means: <ul style="list-style-type: none"> (a) the freehold land known as Kingston Mills, Dolphin Road, Shoreham-by-Sea as registered at HM Land Registry with title number SX12711; (b) the freehold land known as 26 Dolphin Road, Shoreham-By-Sea (BN43 6PB) as registered at HM Land Registry with title number WSX289226; (c) the freehold land known as Units 1A to 5A Kingston Mills, Dolphin Road, Shoreham (BN43 6NZ) as registered at HM Land Registry with title number WSX138893; and (d) the freehold land known as Unit D, 26 Dolphin Way, Shoreham-By-Sea (BN43 6NZ) as registered at HM Land Registry with title number WSX321888;
"Plan"	the plan annexed to this deed;
"Rights"	the rights set out in schedule 1;
"Reserved Rights"	the rights set out in schedule 2;
"Service Media"	means all media, plant and equipment for the supply or removal of Services;
"Services"	electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, electronic communications, data and all other utilities or services;
"VAT"	value added tax or any other tax of a similar nature.
1.1	Grantor and Grantee include their respective successors in title;
1.2	the clause headings are for reference only and do not affect its construction;
1.3	the word "liability" includes all costs, claims, expenses and loss incurred or suffered by the relevant party;
1.4	general words introduced by the word "other" do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters;
1.5	where a party to this Deed includes two or more per-sons, the covenants made by that party are made by those persons jointly and severally;
1.6	an obligation in this Deed not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person.
2. Grant	

- 2.1 The Grantor grants to the Grantee the Rights for the benefit of the Grantee's Property in common with any other persons lawfully entitled to the Rights or similar rights.
- 2.2 The Grantee grants to the Grantor the Reserved Rights for the benefit of the Grantor's Property in common with any other persons lawfully entitled to the Reserved Rights or similar rights.

3. HM Land Registry

On completion of this Deed, the Grantee covenants to register this Deed at HM Land Registry against the title to the Grantor's Property and the Grantee's Property and, within 10 days of completion of registration, to provide the Grantor with official copies of the registers showing that, so far as is possible, the Rights and Reserved Rights have been properly noted against the benefiting and burdened titles.

4. VAT

- 4.1 All sums payable by the Grantee pursuant to this Deed are stated exclusive of VAT and the Grantee must pay to the Grantor any VAT chargeable in respect of the consideration for any supply made by the Grantor under this Deed.
- 4.2 Where the Grantee is required to reimburse the Grantor for any payment made by the Grantor, the Grantee must also pay to the Grantor an amount equal to the amount of VAT on that payment except to the extent that the Grantor can recover that VAT as input tax.

5. Jurisdiction

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation.

6. Governing law

This Deed and any dispute or claim arising out of, or in connection with, it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.

7. Contracts (Rights of Third Parties) Act 1999

Unless expressly stated, nothing in this Deed will create any rights in favour of any person under the Contracts (Rights of Third Parties Act) 1999.

Executed as a deed by the parties on the date first set out at the beginning of this Deed.

SCHEDULE 1

The Rights

The following rights are granted to the Grantee and its successors in title as owners or occupiers for the time being of the Grantee's Property:

1. The right to pass and repass with or without vehicles at all times for the purpose of access to and egress from the public highway over and along the Estate Road for the purpose of access to and egress from the Grantee's Property;
2. The right to enter the parts of the Grantor's Property adjoining the Grantee's Property to carry out works of repair, maintenance, decoration or alteration to the Grantee's Property and any Service Media serving the Grantee's Property on the following terms and conditions:
 - 2.1 the Grantee shall give reasonable written notice to the Grantor and the occupiers of the relevant adjoining premises of its intention to exercise such right (except in the case of emergency)
 - 2.2 the Grantee may only exercise such right in so far as such works cannot be carried out from within the Grantee's Property in a commercially practicable manner
 - 2.3 the Grantee shall cause as little inconvenience as reasonably practicable and shall make good to the satisfaction of the Grantor any damage caused by such entry
 - 2.4 the Grantee shall indemnify the Grantor and the occupiers against the reasonable cost (including reasonable fees) of making good all damage to the premises entered, and to the fixtures and contents of such premises, caused by such entry
3. The right in common with the Grantor and anyone authorised by the Grantor of the free and uninterrupted passage of Services through the Service Media within the Grantor's Property serving the Grantee's Property
4. The right of support and protection from the Grantor's Property.
5. The right for the occupier of the Grantee's Property to be represented on any communal estate sign board (if any) stating the name and nature of the business operated on the Grantee's Property.

SCHEDULE 2

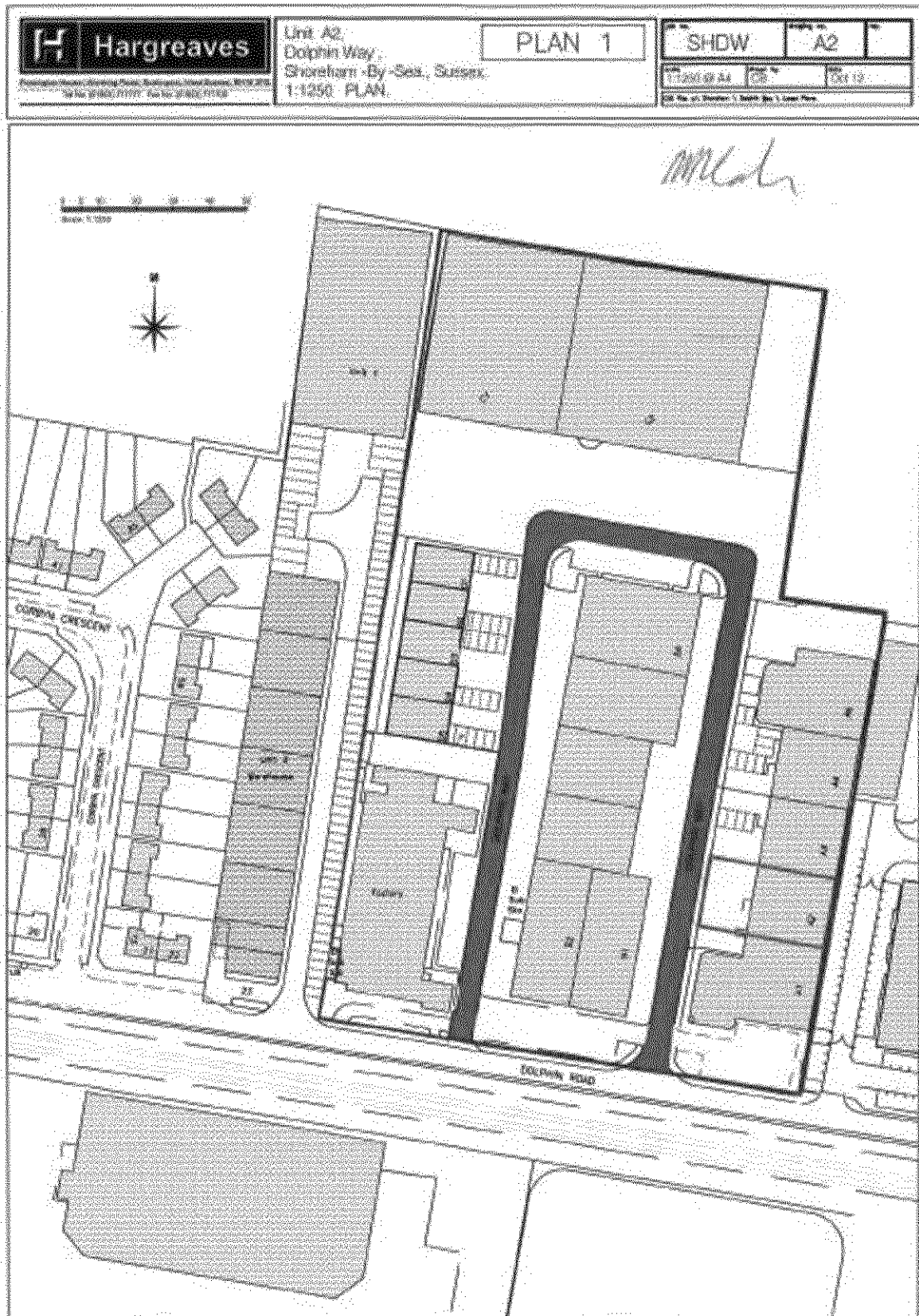
Reserved Rights

The following rights are reserved to the Grantor and its successors in title as owners or occupiers for the time being of the Grantor's Property:

1. To enter the Grantee's Property for the purpose of:
 - 1.1 constructing reconstructing repairing cleaning altering or maintaining any part of the Estate or any erections thereon;
 - 1.2 repairing, maintaining, renewing and replacing any Service Media on the Estate;
 - 1.3 carrying out works and development to the Grantor's Property where those works cannot otherwise be conveniently or effectively carried out;
 - 1.4 repairing, maintaining, renewing and replacing any items on the Estate which are used in common by or benefit the owners and occupiers on the Estate;
 - 1.5 any reasonable purpose in connection with the Estate;subject to the persons exercising the above right:
 - i. first giving the Grantee reasonable prior notice (save that no notice shall be necessary in emergency);
 - ii. causing the Grantee as little inconvenience as possible;
 - iii. not preventing access to the Grantee's Property;
 - iv. making good any damage to the Grantee's Property in the exercise of this right;
 - v. taking reasonable care against damaging the goods therein (subject to the Grantee allowing the Grantor to move such goods during the exercising of such right);
 - vi. only doing so in so far as such works cannot be carried out from outside the Grantee's Property in a commercially practicable manner;
2. To pass over the Grantee's Property in the event of fire or other emergency affecting any adjoining property;
3. To build upon, alter, rebuild, develop or use the Grantor's Property from time to time as the Grantor shall think fit notwithstanding that this may diminish the access of light or air to the Grantee's Property;
4. Of support and protection from the Grantee's Property for the Grantor's Property and any buildings from time to time on the Grantor's Property;

5. To the free and uninterrupted passage of Services through the Service Media which are now or may at any time be in on under or passing through or over the Grantee's Property;

The Plan



SIGNATURE PAGE TO SHOREHAM DEED OF GRANT

EXECUTED (but not delivered until the date hereof) as a **DEED** by **HARGREAVES PROPERTIES LIMITED** acting by a director and a director/secretary

DIRECTOR

Signature:

Name (in block capitals):

DIRECTOR/SECRETARY

Signature:

Name (in block capitals):

EXECUTED (but not delivered until the date hereof) as a **DEED** by [] acting by a director and a director/secretary

DIRECTOR

Signature:

Name (in block capitals):

DIRECTOR/SECRETARY

Signature:

Name (in block capitals):

Schedule 10

FORM OF BURGESS HILL DEED OF GRANT



2021

(1) **VANSTIAN LIMITED**

AND

(2) []

(3) []

(4) []

DWF [Law] LLP

DEED OF GRANT OF EASEMENT
relating to part of York Road Burgess Hill

DWF [Law] LLP

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HM LAND REGISTRY

LAND REGISTRATION ACTS 1925 to 2002

Grantor 1's Title Number: WSX118357 (Part) WSX290416 and WSX290417

Administrative Area: West Sussex: Mid Sussex

Grantor 2's Title Number: Part of title number WSX183734 as shown tinted yellow hatched black on the Plan referred to in this Deed as the Yellow Accessway

Administrative Area: West Sussex: Mid Sussex

Grantee's Title Number: WSX149227 WSX215828 WSX215829 WSX281235 and WSX280788

Administrative Area: West Sussex: Mid Sussex

Unit 5's Title Numbers WSX215830 and WSX194271.

THIS DEED is dated 2021

BETWEEN

- (1) **VANSTIAN LIMITED** incorporated in England and Wales with company registration number 01230158 whose registered office is at Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR ("**Grantor 1**");
- (2) [**Insert Name of Mortgagee in possession/person entitled to be registered as owner of Yellow Accessway**] incorporated in England and Wales with company registration number [] whose registered office is at [] ("**Grantor 2**")
- (3) [**Insert Name of Mortgagee in possession/person entitled to be registered as owner of the Grantees Land**] incorporated in England and Wales with company registration number [] whose registered office is at [] (the "**Grantee**");
- (4) [**Insert name of registered proprietor of Unit 5 at the date of the deed**] incorporated in England and Wales with company registration number [] whose registered office is at [] (the "**Unit 5 freeholder**");

BACKGROUND

- (A) Grantor 1 owns Grantor 1's Land.
- (B) Grantor 2 has EITHER exercised its power of sale under a Legal Charge dated [] or is entitled to be registered as the proprietor of the Yellow Accessway forming part of Grantor 2's Title Number.
- (C) The Grantee has EITHER exercised its power of sale under a Legal Charge dated [] or is entitled to be registered as the proprietor of Grantor 2's Title Number.

- (D) The Unit 5 freeholder is either entitled to be or is the registered proprietor of Unit 5.
- (E) Grantor 1 has agreed to grant the Grantee Rights to the Grantee for the benefit of the Grantee's Land on the terms contained Schedule 1 in this Deed.
- (F) Grantor 2 has agreed to grant the Unit 5 Rights to the Unit 5 freeholder for the benefit of Unit 5 on the terms contained in Schedule 2 this Deed.
- (G) The Grantee has agreed to grant the Reserved Rights contained in Schedule 3 of this Deed to Grantor 1 for the benefit of Grantor 1's Land and Unit 5.

TERMS AGREED

1. Definitions and interpretation

In this Deed the following definitions apply:

"Estate"	the estate known as Unit 2 Edward Way Unit 4 York Road Burgess Hill, Unit Blocks A – C York Road Burgess Hill as registered at the Land Registry under title numbers WSX149227 WSX215828 WSX215829 WSX281235 and WSX280788 and shown tinted green tinted yellow and tinted yellow hatched black the Plan;
"Estate Road"	part of the road known as York Road Burgess Hill shown hatched blue on the Plan;
"Grantee's Land"	<p>the freehold land known as</p> <p>Unit 2 Edward Way Burgess Hill as registered at HM Land Registry with title number WSX149227</p> <p>4 York Road Burgess Hill RH15 9TT as registered at HM Land Registry with title number WSX215828</p> <p>Units 1 & 3 York Road Burgess Hill RH15 9AD as registered at HM Land Registry with title number WSX215829</p> <p>Land at Charles Avenue Burgess Hill as registered at HM Land Registry with title number WSX281235</p> <p>Land at Charles Avenue Burgess Hill as registered at HM Land Registry with title number WSX280788</p>
"Grantor 2's Land"	the Yellow Accessway
"Grantees Rights"	the rights benefitting the Grantees Land set out in schedule 1
"Plan"	the plan annexed to this deed;
"Reserved Rights"	the rights set out in schedule 3;

"Service Media"	means all media, plant and equipment for the supply or removal of Services;
"Services"	electricity, gas, water, foul water and surface drainage, heating, ventilation and air conditioning, smoke and fumes, signals, electronic communications, data and all other utilities or services;
"Unit 5"	means the freehold land known as Unit 5 York Road Burgess Hill as registered at HM Land Registry with title numbers WSX215830 and WSX194271
"Unit 5 Rights"	the rights benefitting Unit 5 set out in schedule 2
"Yellow Accessway"	means the part York Road Burgess Hill shown tinted yellow hatched black on the Plan

- 1.1 Grantor 1 Grantor 2 the Grantee and the Unit 5 freeholder include their respective successors in title;
- 1.2 the clause headings are for reference only and do not affect its construction;
- 1.3 the word **"liability"** includes all costs, claims, expenses and loss incurred or suffered by the relevant party;
- 1.4 general words introduced by the word **"other"** do not have a restrictive meaning even where preceded by words indicating a particular class of acts, things or matters;
- 1.5 where a party to this Deed includes two or more persons, the covenants made by that party are made by those persons jointly and severally;
- 1.6 an obligation in this Deed not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by another person.

2. **Grant**

- 2.1 Grantor 1 grants to the Grantee the Grantees Rights for the benefit of the Grantee's Land in common with any other persons lawfully entitled to the Grantees Rights or similar rights.
- 2.2 Grantor 2 grants to the Unit 5 freeholder the Unit 5 Rights for the benefit of Unit 5 in common with any other persons lawfully entitled to the Grantees Rights or similar rights
- 2.3 The Grantee grants to Grantor 1 the Reserved Rights for the benefit of Grantor 1's Land in common with any other persons lawfully entitled to the Reserved Rights or similar rights.

3. **HM Land Registry**

- 3.1 On completion of this Deed, the Grantee covenants to register this Deed at HM Land Registry against the title to Grantor 1's Land and the Grantee's Land and, within

10 days of completion of registration, to provide Grantor 1 with official copies of the registers showing that, so far as is possible, the Grantees Rights and Reserved Rights have been properly noted against the benefiting and burdened titles.

- 3.2 On completion of this Deed, the Unit 5 freeholder covenants to register this Deed at HM Land Registry against the title to Grantor 2's Land and Unit 5 and within 10 days of completion of registration, to provide Grantor 2's with official copies of the registers showing that, so far as is possible, the Unit 5 Rights have been properly noted against the benefiting and burdened titles.

4. **VAT**

- 4.1 All sums payable by the Grantee pursuant to this Deed are stated exclusive of VAT and the Grantee must pay to Grantor 1 any VAT chargeable in respect of the consideration for any supply made by Grantor 1 under this Deed.
- 4.2 Where the Grantee is required to reimburse Grantor 1 for any payment made by Grantor 1, the Grantee must also pay to Grantor 1 an amount equal to the amount of VAT on that payment except to the extent that Grantor 1 can recover that VAT as input tax.
- 4.3 All sums payable by the Unit 5 freeholder pursuant to this Deed are stated exclusive of VAT and the Unit 5 freeholder must pay to Grantor 2 any VAT chargeable in respect of the consideration for any supply made by Grantor 2 under this Deed.
- 4.4 Where the Unit 5 freeholder is required to reimburse Grantor 2 for any payment made by Grantor 2, Unit 5 freeholder must also pay to Grantor 2 an amount equal to the amount of VAT on that payment except to the extent that Grantor 2 can recover that VAT as input tax.

5. **Jurisdiction**

The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this Deed, its subject matter or formation.

6. **Governing law**

This Deed and any dispute or claim arising out of, or in connection with, it, its subject matter or formation shall be governed by, and construed in accordance with, the laws of England and Wales.

7. **Contracts (Rights of Third Parties) Act 1999**

Unless expressly stated, nothing in this Deed will create any rights in favour of any person under the Contracts (Rights of Third Parties Act) 1999.

Executed as a deed by the parties on the date first set out at the beginning of this deed.

SCHEDULE 1

The Grantee Rights

The following rights are granted to the Grantee and its successors in title as owners or occupiers for the time being of the Grantee's Land:

1. The right to pass and repass with or without vehicles at all times for the purpose of access to and egress from the public highway over and along the Estate Road for the purpose of access to and egress from the Grantee's Land;
2. The right to enter the parts of the Grantor 1's Land adjoining the Grantee's Land to carry out works of repair, maintenance, decoration or alteration to the Grantee's Land and any Service Media serving the Grantee's Land on the following terms and conditions:
 - 2.1 the Grantee shall give reasonable written notice to Grantor 1 and the occupiers of the relevant adjoining premises of its intention to exercise such right (except in the case of emergency)
 - 2.2 the Grantee may only exercise such right in so far as such works cannot be carried out from within the Grantee's Land in a commercially practicable manner
 - 2.3 the Grantee shall cause as little inconvenience as reasonably practicable and shall make good to the satisfaction of Grantor 1 any damage caused by such entry
 - 2.4 the Grantee shall indemnify the Grantor 1 and the occupiers against the reasonable cost (including reasonable fees) of making good all damage to the premises entered, and to the fixtures and contents of such premises, caused by such entry
3. The right in common with Grantor 1 and anyone authorised by Grantor 1 of the free and uninterrupted passage of Services through the Service Media within Grantor 1's Land serving the Grantee's Land
4. The right of support and protection from the Grantor 1's Land.
5. The right for the occupier of the Grantee's Land to be represented on any communal estate sign board (if any) stating the name and nature of the business operated on the Grantee's Land.

Schedule 2

The Unit 5 Rights

The following rights are granted to the Unit 5 freeholder and its successors in title as owners or occupiers for the time being of Unit 5:

1. The right to pass and repass with or without vehicles at all times for the purpose of access to and egress from the public highway over and along the Yellow Accessway for the purpose of access to and egress from Unit 5
2. The right to enter the parts of the Grantor 2's Land adjoining Unit 5 to carry out works of repair, maintenance, decoration or alteration to Unit 5 and any Service Media serving the Unit 5 on the following terms and conditions:
 - 2.1 the Unit 5 freeholder shall give reasonable written notice to Grantor 2 and the occupiers of the relevant adjoining premises of its intention to exercise such right (except in the case of emergency)
 - 2.2 the Unit 5 freeholder may only exercise such right in so far as such works cannot be carried out from within Unit 5 in a commercially practicable manner
 - 2.3 the Unit 5 freeholder shall cause as little inconvenience as reasonably practicable and shall make good to the satisfaction of Grantor 2 any damage caused by such entry
 - 2.4 the Unit 5 freeholder shall indemnify Grantor 2 and the occupiers against the reasonable cost (including reasonable fees) of making good all damage to the premises entered, and to the fixtures and contents of such premises, caused by such entry
3. The right in common with Grantor 2 and anyone authorised by Grantor 2 of the free and uninterrupted passage of Services through the Service Media within the Grantor 2's Land serving Unit 5.
4. The right of support and protection from Grantor 2's Land.
5. The right for the occupier of the Unit 5 to be represented on any communal estate sign board (if any) stating the name and nature of the business operated on Grantor 2's Land.

SCHEDULE 3

Reserved Rights

The following rights are reserved to the Grantor 1 and the Unit 5 freeholder and their successors in title as owners or occupiers for the time being of Grantor 1's Land or Unit 5 :

1. To enter the Grantee's Land for the purpose of:
 - 1.1 constructing reconstructing repairing cleaning altering or maintaining any part of the Estate or any erections thereon;
 - 1.2 repairing, maintaining, renewing and replacing any Service Media on the Estate;
 - 1.3 carrying out works and development to Grantor 1's Land or Unit 5 where those works cannot otherwise be conveniently or effectively carried out;
 - 1.4 repairing, maintaining, renewing and replacing any items on the Estate which are used in common by or benefit the owners and occupiers on the Estate;
 - 1.5 any reasonable purpose in connection with the Estate;subject to the persons exercising the above right:
 - i. first giving the Grantee reasonable prior notice (save that no notice shall be necessary in emergency);
 - ii. causing the Grantee as little inconvenience as possible;
 - iii. not preventing access to the Grantee's Land;
 - iv. making good any damage to the Grantee's Land in the exercise of this right;
 - v. taking reasonable care against damaging the goods therein (subject to the Grantee allowing Grantor 1 or the Unit 5 freeholder to move such goods during the exercising of such right);
 - vi. only doing so in so far as such works cannot be carried out from outside the Grantee's Land in a commercially practicable manner;
2. To pass over the Grantee's Land in the event of fire or other emergency affecting any adjoining property
3. To build upon, alter, rebuild, develop or use Grantor 1's Land or Unit 5 from time to time as the Grantor 1 or the Unit 5 freeholder shall think fit notwithstanding that this may diminish the access of light or air to the Grantee's Land;
4. Of support and protection from the Grantee's Land for Grantor 1's Land and or Unit 5 any buildings from time to time on Grantor 1's Land or Unit 5;
5. To the free and uninterrupted passage of Services through the Service Media which are now or may at any time be in on under or passing through or over the Grantee's Land;

SIGNATURE PAGE

EXECUTED (but not delivered until the date hereof) as a **DEED** by **VANSTIAN LIMITED** acting by a director and a director/secretary

DIRECTOR

Signature:

Name (in block capitals):

DIRECTOR/SECRETARY

Signature:

Name (in block capitals):

Name (in block capitals):

EXECUTED (but not delivered until the date hereof) as a **DEED** by **[Grantor 2]** acting by a director and a director/secretary

DIRECTOR

Signature:

Name (in block capitals):

DIRECTOR/SECRETARY

Signature:

Name (in block capitals):

EXECUTED (but not delivered until the date hereof) as a **DEED** by **[Grantee]** acting by a director and a director/secretary

DIRECTOR

Signature:

Name (in block capitals):

DIRECTOR/SECRETARY

Signature:

Name (in block capitals):

EXECUTED (but not delivered until the date hereof) as a **DEED** by **[Unit 5 freeholder]** acting by a director and a director/secretary

DIRECTOR

Signature:

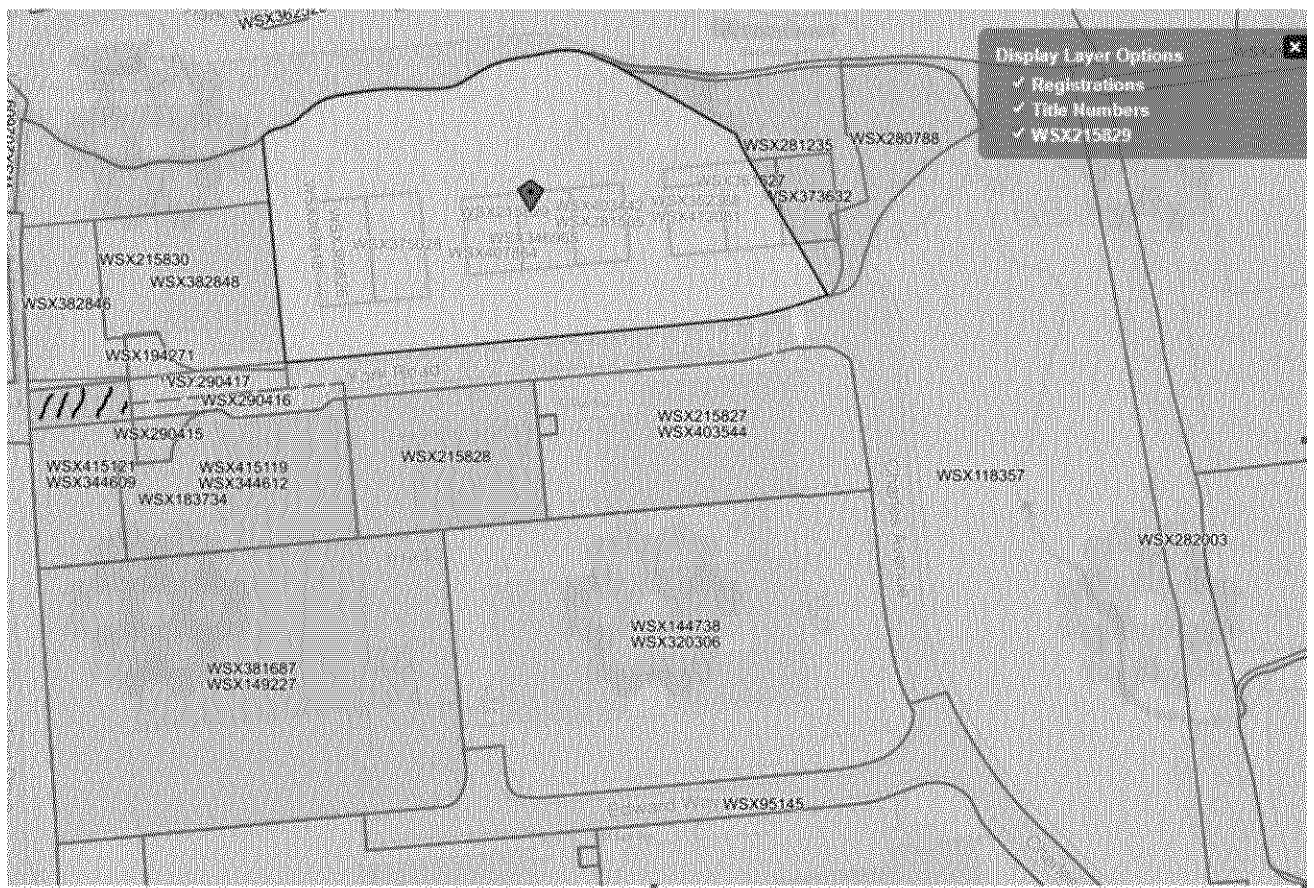
Name (in block capitals):

DIRECTOR/SECRETARY

Signature:

Name (in block capitals):

Plan



Schedule 11

CONSTRUCTION DOCUMENTS

Description	Parties	Date
Building contract	Toureen Contractors Limited (1) Hargreaves Properties Limited (2)	9 February 2015
Deed of warranty in respect of an appointment as structural engineer dated 27 April 2015.	Stephen Wilson Partnership Limited (1) Hargreaves Properties Limited (2)	27 April 2015
Deed of warranty in respect of an appointment as architect dated 27 April 2015	Jennings Design Limited(1) Hargreaves Properties Limited (2)	27 April 2015
Deed of appointment in respect of an appointment as employers' agent, project manager, quantity surveyor and CDM co-ordinator	Rapleys LLP (1) Hargreaves Properties Limited (2)	27 April 2015
Deed of warranty dated in respect of a sub-contract dated 26 January 2015	Westfield Services (UK) Limited (1) Hargreaves Properties Limited (2)	1 September 2015
Deed of warranty in respect of a sub-contract dated 26 January 2015	Vianet Fuel Solutions Limited (1) Hargreaves Properties Limited (2)	1 September 2015
Deed of warranty in respect of a sub-contract dated 26 January 2015	Pitts Wilson Limited (1) Hargreaves Properties Limited (2)	1 September 2015
Deed of warranty in respect of a sub-contract dated 4 February 2015	Milton Mechanical Services Limited (1) Hargreaves Properties Limited (2)	1 September 2015
Deed of warranty in respect of a sub-contract dated 26 January 2015	Global-MSI PLC (1) Hargreaves Properties Limited (2)	1 September 2015

EXECUTION PAGES

THE ORIGINAL CHARGORS

EXECUTED as a **DEED** by
HARGREAVES PROPERTY HOLDINGS LIMITED
acting by two directors / a director and its secretary:

Signature of director

Signature of director / secretary

Notices:

Address: Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR

Attention: Neil Cottle (nc@hprop.co.uk)

EXECUTED as a **DEED** by
HARGREAVES PROPERTIES LIMITED
acting by two directors / a director and its secretary:

Signature of director

Signature of director / secretary

Notices:

Address: Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR

Attention: Neil Cottle (nc@hprop.co.uk)

EXECUTED as a **DEED** by
HARGREAVES DEVELOPMENTS LIMITED
acting by two directors / a director and its secretary:

Signature of director

Signature of director / ~~secretary~~

Notices:

Address: Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR

Attention: Neil Cottle (nc@hprop.co.uk)

EXECUTED as a **DEED** by
PORTFIELD ESTATE COMPANY LIMITED
acting by two directors / a director and its secretary:

Signature of director

Signature of director / ~~secretary~~

Notices:

Address: Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR

Attention: Neil Cottle (nc@hprop.co.uk)

EXECUTED as a **DEED** by
VANSTIAN LIMITED

acting by two directors / a director and its secretary:

Signature of director

Signature of director / secretary

Notices:

Address: Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR

Attention: Neil Cottle (nc@hprop.co.uk)

EXECUTED as a **DEED** by
QRQ LIMITED

acting by two directors / a director and its secretary:

Signature of director

Signature of director / secretary

Notices:

Address: Kingston Manor Kingston Gorse, East Preston, Littlehampton, West Sussex, United Kingdom, BN16 1RR

Attention: Neil Cottle (nc@hprop.co.uk)

THE SECURITY AGENT

EXECUTED as a Deed by

C. DOYLE

[Redacted Signature]

Signature

[Redacted Signature]

and

N BENT

Signature

acting jointly as attorneys for and in the name of
CANADA LIFE EUROPEAN REAL ESTATE LIMITED
under a power of attorney dated 4 October 2019 as
amended and restated on 30 June 2020 in the presence
of:

Witness Signature:

[Redacted Signature]

Witness Name:

RAHA CHAUDHURY

Witness Address:

[Redacted Address]

Witness Occupation: ADMINISTRATOR

in respect of the signature of Conor Doyle

and

Witness Signature:

[Redacted Signature]

Witness Name:

THERESA NAGLE

Witness Address:

[Redacted Address]

Witness Occupation: CHARTERED SURVEYOR

in respect of the signature of N BENT