100026 /23.

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable
Please see 'How to p

FRIDAY

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A19 06/11/2020 #158
COMPANIES HOUSE

✓ **What this form is for**
You may use this form to register a charge created or evidenced by an instrument.

✗ **What this form is N**
You may not use this register a charge wh instrument. Use form

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.

You **must** enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original.**

1 Company details

For official use

Company number: 0 2 1 7 8 7 8 3

Company name in full: TOWER PENSION TRUSTEES LIMITED

→ **Filling in this form**
Please complete in typescript or in bold black capitals.

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date: d0 d5 m1 m1 y2 y0 y2 y0

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge.

Name: HAMPDEN & CO PLC

Name:

Name:

Name:

If there are more than four names, please supply any four of these names then tick the statement below.

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge.

MR01
Particulars of a charge

4 Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

Brief description

The freehold property known as 14 North Street, Chichester, PO19 1LB registered under title number WSX227983, which includes interest in the property, benefit of any leases, fixtures, fittings, goodwill carried on at the property, plant and machinery.

5 Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☐ **Yes**

☑ **No**

6 Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ **Yes** Continue

☑ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7 Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge?
Please tick the appropriate box.

☐ **Yes**

☑ **No**

8 Trustee statement [1]

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☑

[1] This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X [signature] X

This form must be signed by a person with an interest in the charge.

MR01
Particulars of a charge

Presenter information

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name: Samuel Winter-Alsop

Company name: Rivergate Legal Limited

Address: 3 Temple Quay,
Temple Back East,
Redcliffe

Post town: Bristol

County/Region:

Postcode: B S 1 6 D Z

Country: England

DX:

Telephone: 0117 440 5000

Certificate

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

- ☑ The company name and number match the information held on the public Register.
- ☑ You have included a certified copy of the instrument with this form.
- ☑ You have entered the date on which the charge was created.
- ☑ You have shown the names of persons entitled to the charge.
- ☑ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☑ You have given a description in Section 4, if appropriate.
- ☑ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☑ Please do not send the original instrument; it must be a certified copy.

Important information

Please note that all information on this form will appear on the public record.

How to pay

A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House.'

Where to send

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:

For companies registered in England and Wales:
The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:
The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post).

For companies registered in Northern Ireland:
The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG.
DX 481 N.R. Belfast 1.

Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

Certified to be a true copy of the original document
by Sam Winter-Alsop, Solicitor,
Curtis Banks Limited,
3 Temple Quay,
Temple Back East,
Bristol,
BS1 6DZ.

05/11/2020

Reference: H&CCAD (05/2017)

Legal Mortgage – English Law

IMPORTANT NOTICE
THIS IS AN IMPORTANT DOCUMENT. IF YOU SIGN THIS DOCUMENT, YOU WILL BE LEGALLY BOUND BY ITS TERMS. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING.

PARTIES

You:	**Tower Pension Trustees Limited a company incorporated in England and Wales and registered under company number 02178783 of 3 Temple Quay, Temple Back East, Bristol, BS1 6DZ acting as Trustee of the Curtis Banks Full SIPP – D Cobb (128390) ("you")**
Us:	**Hampden & Co. plc incorporated in Scotland under the Companies Acts (Registered Number SC386922) and having our registered office at 9 Charlotte Square, Edinburgh EH2 4DR ("we" or "us")**
Property:	**The property described in the Schedule to this Deed and as defined in Condition 1.1.**
Date:	5 November 2020

1. DEFINITIONS AND INTERPRETATION

1.1 **Definitions**

In this deed (the "**Deed**"), and in addition to the terms defined in the "**PARTIES**" section above, each of the following terms shall have the following meanings:

Your "**Address for Service**" is **Property Team, 153 Princes Street, Ipswich, IP1 1QJ**

"**Agreement**" means any overdraft, loan, contingent obligations or other agreement between you and us setting out the basis upon which we have made or will make a loan or other facility available to you, or any contingent obligations undertaken by you in our favour (such as a guarantee), and including any amendment to or variation or replacement of such agreement or contingent obligation.

"**Base Rate**" means The Bank of England's official Bank Rate (often referred to as the "Bank of England base rate") or, in the event that that rate ceases to exist, the nearest equivalent lending rate that we reasonably set.

"**Governing Documentation**" means the trust deed and rules governing the SIPP at the date of this Deed.

"**Interest**" is an additional amount which you will be required to pay if you fail to pay any amount which you are required to under this Deed on its due date.

"**Land**" is any freehold and leasehold, and any other estate in, land and (outside England and Wales) immovable property and in each case all buildings and structures upon and all things affixed to Land (including trade and tenant's fixtures).

"**Member**" means Mr David Cobb of 36 Ovington Street, London, SW3 2JB

Your "**Obligations**" are all of your liabilities to us (whether present or future, actual or contingent upon the occurrence of a particular event, and whether incurred alone or jointly with another person) including without limitation all sums due and that become due by you to us under any Agreement.

An "**Overdue Amount**" is an amount which we have demanded that you pay under this Deed but which you have failed to pay.

"**Property**" means the property or properties described in the Schedule to this Deed, including in each case all buildings and structures on that Property.

A "**Receiver**" is any receiver, receiver and manager or administrative receiver of the Property appointed by us pursuant to the terms of this Deed.

"**Registered Pension Scheme**" is a scheme which has been registered under Chapter 2 of Part 4 of the Finance Act 2004 and has not ceased to be so registered.

A "**Regulated Agreement**" is a regulated credit agreement within the meaning of Article 60B of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

"**Security**" is any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

The "**SIPP**" means the Curtis Banks Full SIPP – D Cobb (128390) which is, at the date of this Deed, governed by a trust deed and rules dated 2 January 2018.

1.2 **Interpretation**

In this Deed:

(a) references to "**you**" include references to any of your successors and, if applicable, personal representatives, executors and any replacement or additional trustees of the SIPP and if you are more than one person then references to "**you**" are to you together and separately;

(b) references to "**we**" and "**us**" include references to any of our successors and any permitted assignee or transferee of some or all of our rights and/or obligations under this Deed; and

(c) references to the "**Property**" include any part of it.

1.3 **The Exercise of Our Discretion**

Where:

(a) we have the right to take certain action;

(b) we have the right to require you to take or not to take certain action;

(c) something must be to our satisfaction or must be acceptable to us; or

(d) a document must be in our preferred form,

then, unless otherwise specified, we will act reasonably. For example, we will be acting reasonably if:

(i) we act as a prudent lender to a Registered Pension Scheme (or to an unregistered pension scheme in any case where the SIPP ceases to be a Registered Pension Scheme) would; or

(ii) we act in a way that will assist in the preservation of this Deed or our rights under it or, in our reasonable opinion, is likely to assist in that way.

2. COVENANT TO PAY

2.1 Payment of Obligations

You will pay to us on demand all of your Obligations or, in relation to any Agreement, the amount of your Obligations arising in connection with that Agreement. We may not make any demand in respect of your Obligations until we are entitled to do so under any document evidencing your Obligations, including any Agreement.

2.2 Regulated Agreements

This Deed does not secure any amounts owed under a Regulated Agreement either on its own or by the combined effect of the agreement and this Deed, unless the Regulated Agreement specifically refers to this Deed.

3. CREATION OF SECURITY

You hereby, with full title guarantee:

(a) charge by way of legal mortgage the Property; and

(b) grant to us a fixed charge over the following property, owned by you now or in the future:

(i) any other interest that you own in the Property;

(ii) all your rights, interest and benefits in, to and under any lease, licence or agreement relating to the Property (including all monies payable under, and the proceeds of all claims and judgments for breach of covenant of, such lease, licence or agreement);

(iii) all fixtures and fittings not forming part of the Property;

(iv) the proceeds of any insurance affecting the Property; and

(v) to the extent applicable:

(1) all the goodwill of your business carried on at the Property;

(2) all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of your business; and

(3) all plant and machinery at the Property, including any associated warranties and maintenance contracts,

in each case as security for the payment of your Obligations.

4. JOINT AND SEVERAL LIABILITY

Where there is more than one trustee of the SIPP:

(a) Your liability, as trustees of the SIPP, will not be affected and this Deed will remain a continuing security and in full force and effect if any other person becomes or ceases to be a trustee of the SIPP or if there is a change in the name of the SIPP or the SIPP enters into wind up or terminates.

(b) You acknowledge that you are entering into this Deed in your capacity as the present trustee(s) of the SIPP and confirm that this Deed is intended to be and will be binding on the trustees from time to time of the SIPP.

5. REPRESENTATIONS AND WARRANTIES

You represent and warrant to us that:

(a) you have full power and authority to enter into this Deed;

(b) you have taken all necessary actions to authorise your entry into this Deed;

(c) this Deed (and your performance of all your obligations set out in this Deed) does not and will not breach any law, regulation or official directive which applies to you, or any agreement to which you are a party;

(d) this Deed is and will be valid, binding and enforceable in accordance with its terms;

(e) you are the sole legal owner of the Property which you hold on trust for the Member and other beneficiaries of the SIPP;

(f) the Property is free from any Security other than the Security created by this Deed or any other Security created in our favour;

(g) you have not received, or acknowledged notice of, any adverse claim by any person in respect of the Property or any interest in it including without limitation, any claim for the payment of benefits, any request for a transfer payment or notice of any pension sharing order;

(h) nothing has arisen, has been created or is subsisting, that would constitute an overriding interest in the Property (an overriding interest is an interest that would come before our interests under this Deed);

(i) there are no covenants, agreements, reservations, conditions, interests, rights or other matters whatsoever that materially and adversely affect the Property.

(j) you have full power and authority under the Governing Documentation to:

(i) enter into and perform this Deed (and all other documentation or agreements contemplated by this Deed);

(ii) bind the SIPP in accordance with the terms of this Deed; and

(iii) bind any other persons from time to time appointed to act as trustees of the SIPP;

(k) the Governing Documentation does not contain any provisions which would deprive us of our rights of redress against you and the assets of the SIPP if you breach the terms of this Deed and there are no circumstances you know of which would stop us from having recourse to the Property pursuant to this Deed;

(l) your obligations under this Deed are legal, valid and binding obligations on you in your capacity as trustees of the SIPP, enforceable in accordance with the terms of this Deed and applicable law;

(m) you are satisfied that entering into this Deed is, in any case where you are legally required to be satisfied, in the best interests of the beneficiaries of the SIPP;

(n) you have taken all necessary actions to authorise your entry into this Deed;

(o) this Deed, your entering into it and your performance of all your obligations set out in this Deed;

(i) does not and will not breach any law, regulation or official directive which applies to the SIPP or to Registered Pension Schemes, to you, to the assets of the SIPP or any agreement to which you are a party;

(ii) does not breach the Governing Documentation; and

(iii) does not require the consent of any person who is not a party to this Deed.

6. UNDERTAKINGS

6.1 Restriction on dealing

You will not without our prior written consent (and except as provided for under this Deed):

(a) create or permit to exist any Security or any trust agreement (other than the trust to which it is already subject by reason of being an asset of the SIPP) over all or any part of the Property;

(b) sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any part of the Property;

(c) grant, or accept surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting;

(d) part with or share possession or occupation of all or any part of the Property; or

(e) in any way dispose of the equity of redemption of the Property (the equity of redemption of the Property is the right you have to recover the Property where it is the subject of a mortgage or charge once you have fully repaid the debt to which that mortgage or charge relates) or any interest in the Property.

6.2 **Documents**

Where we require you to do so, you shall deposit with us (and we shall be entitled to retain during the continuance of the security created by this Deed) all deeds and documents of title relating to the Property together with all policies of insurance and assurance relating to them.

6.3 **Access**

You shall permit us to inspect the Property at any time upon reasonable notice.

6.4 **Insurance**

(a) You shall:

(i) maintain, with reputable independent insurance companies or underwriters, comprehensive insurances on and in relation to the Property for an amount of cover that would allow the Property to be completely rebuilt to its former condition (or such other insurance as we may otherwise request in writing from time to time); and

(ii) pay all premiums and other money due and payable under all such insurances and provide evidence of payment promptly when we ask,

and if you do not comply with these requirements we may arrange for appropriate insurance at your expense and/or pay premiums or other monies due and payable (and, if we do so, then the amounts so paid shall form part of your Obligations).

(b) To the extent that you receive the proceeds of any insurance of the Property directly, you shall hold those proceeds on trust for us and deal with those proceeds as we direct (which may, at our option, be to require you to apply the proceeds in making good the relevant loss or damage, or to reduce your Obligations).

(c) You shall ensure that our interest is noted on the policies in respect of such insurances or, at our request, ensure that such policies contain such other provisions for our protection as we may from time to time require. If we have a valid reason, for example there has been a change in practice, we may ask for cover as joint insured or co-insured on a composite basis.

6.5 **Maintenance of the Property**

You shall ensure that the Property and all buildings, plant, machinery, fixtures and fittings on the Property are in, and maintained in, good and substantial repair and condition and, as appropriate, in good working order.

6.6 **Payment of outgoings**

You shall pay all rents, rates, taxes, levies, assessments, impositions and other outgoings that may be imposed upon or payable in respect of the Property as and when they become payable. You shall provide evidence of payment promptly when we ask.

6.7 **Land Registry**

(a) You will apply, and consent that we may apply, to the Land Registry to enter a restriction in relation to the Property in the following terms:

"*No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [*date*] in favour of Hampden & Co. plc referred to in the charges register*".

(b) We may also register any priority arrangements at the Land Registry which will then be publicly available.

(c) The Deed is made to secure further advances and we are under an obligation to make further advances under the terms of this Deed. We hereby (and you hereby authorise us to) apply to the Land Registry for a note to be entered in the register to that effect.

6.8 **Compliance with planning laws**

You shall comply in all respects with all planning laws, permissions, agreements and conditions which apply to the Property at any time.

6.9 **Development**

You will not, without our prior written consent:

(a) make or allow to be made any application for planning permission in respect of the Property; or

(b) carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development or other similar operations in respect of the Property.

6.10 **Rental income**

If we ask you to do so, you shall pay all money you receive in respect of rental income and any other income attributable to the Property into an account with us as we may specify from time to time.

6.11 **Leasehold premises**

Where the Property is held by you under any lease arrangement, you shall:

(a) observe and perform all covenants, conditions, agreements or obligations on your part which are contained in the lease(s) (and try your best to ensure that any relevant landlord under the lease(s) observes and performs all of its covenants).

(b) notify us immediately if you receive any notice served under section 146 of the Law of Property Act 1925 or any proceedings are commenced for forfeiture of the lease (or any superior lease) or the landlord (or any superior landlord) attempts to re-enter the Property under the provisions of the lease, and take such steps as we may require in relation to the notice or the proceedings.

6.12 **Plant and machinery undertakings**

Where the Property consists of commercial premises, you shall:

(a) maintain all plant and machinery on the Property in good and serviceable condition (except for expected fair wear and tear) in compliance with all relevant manuals, handbooks, manufacturer's instructions and recommendations and maintenance or servicing schedules;

(b) at your own expense, renew and replace any parts of the plant and machinery when it becomes obsolete, worn out or damaged with parts of a similar quality and of equal or greater value;

(c) promptly pay all taxes, fees, licence duties, registration charges, insurance premiums and other outgoings in respect of the plant and machinery and, promptly when we ask, provide to us evidence of that payment;

(d) if we ask you to do so, affix to and maintain on each item of plant and machinery in a conspicuous place, a clearly legible identification plate containing the following wording:

"NOTICE OF CHARGE

This [DESCRIBE ITEM] and all additions to it [and ancillary equipment] are subject to a fixed charge dated [DATE] in favour of Hampden & Co. plc."; and

(e) not, and shall not permit any person to, conceal, obscure, alter or remove any plate affixed under paragraph (d) above.

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 General

(a) We do not have an immediate right to possession of the Property or its income (and we will not be considered to be taking possession if we enter to inspect or repair the Property). You will continue in possession until we take possession.

(b) We may take possession and enforce this Deed if:

(i) we demand payment of your Obligations under Condition 2.1 of this Deed or the relevant provisions of any Agreement and you do not pay us within 7 days of our demand;

(ii) you become subject to any sort of insolvency, bankruptcy or analogous proceedings or any step is taken in connection with the same or the SIPP enters into winding up;

(iii) you seriously or persistently breach any of the terms of this Deed, or are in breach of a statutory provision which you are obliged to observe or perform, and you fail to remedy any of these breaches within 7 days of our giving you notice of the breach (or any longer period we allow); and/ or

(iv) any Security is enforced in respect of any of your material assets.

8. POWERS ON ENFORCEMENT

8.1 General

At any time after the security constituted by this Deed has become enforceable we may exercise all the powers conferred on mortgagees by the Law of Property Act 1925 (as varied or extended by this Deed) and all or any of the rights and powers conferred by this Deed without further notice to you. The powers conferred on mortgagees by the Law of Property Act 1925 include:

(a) taking possession of the Property;

(b) selling the Property; and

(c) granting leases over the Property.

8.2 **Appointment of a Receiver**

At any time after the security constituted by this Deed has become enforceable we may (unless precluded by law) appoint in writing any person or persons to be a Receiver of the Property.

8.3 **Law of Property Act 1925**

(a) Section 103 of the Law of Property Act 1925 shall not apply to this Deed, and the statutory power of sale shall arise on, and be exercisable at any time after, the execution of this Deed. However, we shall not exercise such power of sale until this Deed has become enforceable. Section 103 of the Law of Property Act 1925 says that we cannot use our power to sell the Property until certain conditions have been met. If we did not disapply them, the conditions would mean, for example, that if we issued a notice asking you to make a payment, we would have to give you three months to make the payment before exercising our right to sell.

(b) Section 93 of the Law of Property Act 1925 will not apply to this Deed. This means that if you have more than one property mortgaged to us and you want to pay off just one of those mortgages, we can refuse to redeem the mortgages separately and insist that you pay off all of them, before redeeming any of them.

(c) The statutory powers of sale, leasing and accepting surrenders exercisable by us by virtue of this Deed are extended so as to authorise us (whether in our or your own name) to:

(i) grant a lease of any Land vested in you or in which you have an interest on such terms and conditions as we shall think fit; and

(ii) sever any fixtures from any Land vested in you and sell them separately.

8.4 **Limitation on liability**

(a) Neither we nor any Receiver shall be liable to account to you as a mortgagee in possession in respect of the Property and shall not be liable to you for any loss or damage in connection with the Property arising from the exercise by us or any Receiver of all or any of the powers conferred by this Deed or the Law of Property Act 1925, save to the extent that such loss or damage is caused by our, or the Receiver's, negligence.

(b) We will not be liable to account to you for any money not actually received by us (except for money that is not so received as a result of our negligence).

8.5 **Dealings with third parties**

Any purchaser or third party dealing with us or a Receiver may assume that our powers have arisen and are exercisable without proof that demand has been made (but we will not deliberately avoid collecting amounts due).

8.6 **Sale of belongings**

(a) You have 14 days after we, or a Receiver, enter into possession of the Property to remove any belongings or goods that you have left in or upon the Property that are not charged by Condition 3 above. If you do not remove your belongings within those 14 days, we or the Receiver shall be entitled at your expense and risk, without us being liable for any resulting loss or damage (save to the extent that such loss or damage is caused by our, or the Receiver's, negligence):

(i) to sell your belongings or any of them, either separately or together with the Property (and if sold with the Property, to apportion the total purchase price between the Property and belongings);

(ii) to dispose of such belongings or any of them where we reasonably consider them to have little or no re-sale value taking into account the cost of sale; or

(iii) to store such belongings or any of them and pay the storage charges.

(b) Any money which results from the sale of your belongings may be used by us to pay our costs, charges and expenses (including legal fees) incurred under this Condition 8.6 and we shall not be liable to account to you for such money until all the belongings have been sold, or those that have not been sold have been taken back into possession by you. Our rights under this Condition 8.6 do not give us any security over your belongings and do not otherwise make these conditions a bill of sale for the purposes of the Bills of Sale Act 1878 and the Bills of Sale Act (1878) Amendment Act 1882.

9. **RECEIVERS**

9.1 **General**

(a) Any Receiver will be your agent and you (and not us) will be responsible for the acts, defaults and remuneration of any Receiver. We may fix and pay the Receiver's fees and expenses at your expense and any of the amounts we pay will form part of you Obligations.

(b) Where more than one Receiver is appointed, they will each have power to act separately unless we specify to the contrary.

(c) We may (subject, if appropriate, to section 45 of the Insolvency Act 1986) remove a Receiver. Section 45 of the Insolvency Act deals with circumstances in which an administrative receiver may, or is required to, vacate his office, for example because a court orders it or because he is no longer qualified to act.

(d) Any appointment over part of the Property will not preclude us from making any subsequent appointment of a Receiver over any part of the Property over which an appointment has not previously been made by us.

9.2 **Powers of a Receiver**

The Receiver may exercise, in relation to the Property, all the powers, rights and discretions set out in Schedules 1 and 2 to the Insolvency Act 1986 and in particular, by way of addition to and without limiting such powers, the Receiver may, with or without the agreement of others:

(a) sell, lease, let, license, grant options over and vary the terms of, terminate or accept surrenders of leases, licences or tenancies of, all or any part of the Property, without the need to observe any of the provisions of Sections 99 and 100 of the Law of Property Act 1925, in such manner and generally on such terms and conditions as he shall think fit in his absolute and unfettered discretion and any such sale or disposition may be for cash, investments or other valuable consideration (in each case payable in a lump sum or by instalments) and carry any such transactions into effect in your name and on your behalf. Sections 99 and 100 of the Law of Property Act 1925 deal with powers to make and accept surrenders of leases;

(b) sever any fixtures from the Property and/or sell them separately;

(c) make any arrangement or compromise with any of your creditors or others as the Receiver shall think fit;

(d) make and effect all repairs, renewals and improvements to the Property and effect, renew or increase insurances on such terms and against such risks as the Receiver shall think fit;

(e) appoint managers, officers and agents for the above purposes at such remuneration as the Receiver may determine;

(f) redeem any prior mortgage or other encumbrance and settle and pass the accounts of the encumbrancer, and any accounts so settled and passed shall (subject to any obvious error) be conclusive and binding on you and the money so paid shall be deemed an expense properly incurred by the Receiver;

(g) pay our proper administrative charges in respect of time spent by our agents and employees in dealing with matters raised by the Receiver or relating to your receivership;

(h) commence and/or complete any building operations upon the Property and apply for and obtain any planning permissions, building regulation consents or licences, in each case as the Receiver may in his absolute discretion think fit; and

(i) do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the above matters or powers or otherwise incidental or conducive to the preservation, improvement or realisation of the Property.

9.3 **Our powers**

All powers of a Receiver conferred by this Deed may be exercised by us after this Deed has become enforceable.

10. APPLICATION OF PAYMENTS

(a) We may apply any payments received for you to reduce any of your Obligations as we reasonably decide.

(b) If we receive notice of any charge or other interest affecting the Property, we may suspend your account(s) and open a new account or accounts. Regardless of whether we suspend such account(s), any payments received by us after the date of the notice will be applied first to repay any of your Obligations arising after that date.

11. **CONTINUING SECURITY**

11.1 **Continuing security**

This Deed is and will remain a continuing security. This means that:

(a) it will continue to cover the ultimate balance of your Obligations to us regardless of any changes in the amount or the nature of your Obligations; and

(b) it will not be affected by any change in your circumstances or those of the SIPP, the Member or any other beneficiaries (whether contingent or otherwise) of the SIPP.

11.2 **Separate and independent security**

(a) This Deed shall be treated separately from, and is in addition to, any other guarantee or security held by us now or in the future for your Obligations.

(b) This Deed shall not prejudice any other security, guarantee or other rights we may have.

11.3 **Immediate claim**

We may make a claim against you under this Deed before we enforce any of our other rights or security or make a demand or claim payment under this Deed from any person.

12. **INTEREST**

(a) Interest shall accrue on any Overdue Amount from (but not including) the date on which it fell due up to (and including) the date of actual payment.

(b) Interest shall be calculated at an aggregate rate which is Base Rate plus ten per cent. (10%) per annum subject to a minimum aggregate rate of interest of ten per cent. (10%) per annum.

(c) You will pay any Interest accruing under this Condition 12 immediately when we ask.

(d) If you fail to pay Interest arising on an Overdue Amount when we ask, then we will charge compound interest. This means that we will add the amount of any unpaid Interest to become part of the Overdue Amount, and then Interest shall accrue on that combined amount. Any such compounding of Interest shall be done in accordance with our normal practices but the Interest will remain immediately due and payable.

13. **COSTS AND EXPENSES**

You shall pay or reimburse to us on demand all costs, charges and expenses (including legal fees) reasonably incurred or to be incurred by us in connection with:

(a) the Property charged by Condition 3 above; and

(b) the creation, registration, perfection, enforcement, exercising any right under, discharge, and/or assignment of this Deed (including, without limitation, the costs of any proceedings in relation to this Deed or your Obligations),

and these costs, charges and expenses shall form part of your Obligations.

14. **PRESERVATION AND FURTHER ASSURANCE**

(a) This Deed is in addition to any other security for your Obligations held by us now or in the future. We may consolidate this Deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or our other rights.

(b) When we ask, you will execute any deed or document in our preferred form, or take any other action required by us, in each case at your own cost, to perfect, to enhance, or to enable us to enforce, our security under this Deed.

15. **POWER OF ATTORNEY**

To give effect to this Deed and secure the exercise of any of our powers or the powers of a Receiver, you irrevocably appoint us, and separately any Receiver, to be your attorney (with full power to substitute another person to act as your attorney for us in our place and to delegate our power to another person) to do all the things you are able to do with the Property, and in your name to sign or execute any documents, deeds and other instruments, and take, continue or defend any proceedings.

16. **Release and reinstatement**

(a) Subject to paragraph (b) below, if all of your Obligations have been irrevocably paid in full and we are not under any further actual or contingent liability to make, advance, or provide other financial accommodation to you, we will (at your request and cost), execute and do all such reasonable acts as may be necessary to release the Property from the security constituted by this Deed.

(b) If we consider in good faith that any amount received in payment or purported payment of your Obligations is capable of being avoided or reduced by virtue of any insolvency, bankruptcy, liquidation, retirement or death benefit payable from the SIPP, transfer payment, pension sharing order or other similar laws or matters, your liability under this Deed and the security constituted by this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

17. **Transfers and disclosure**

(a) You may not allow any person to take over any of your rights and duties under this Deed other than set out in this Deed.

(b) We may allow any person (a "**third party transferee**") to take over any of our rights and duties under this Deed without your consent. If we do so, your rights and those duties will continue unchanged. We will only assign or transfer if, in our reasonable opinion:

(i) the third party transferee to whom we make the transfer is capable of performing our obligations under this Deed; and

(ii) the way in which you are treated under this Deed will not be affected in an important way by, or following, that transfer.

(c) We may share information about you with a prospective third party transferee or its agent, or person providing funding (to us or to the prospective third party transferee), regardless of whether we actually assign or transfer all or any part of our rights and/or obligations to such transferee or the funding is actually provided.

(d) Where we assign or transfer (including by declaration of trust) all or any part of our rights and/or obligations under this Deed to a third party transferee, references in this Deed to "**we**", "**us**" and "**our**" shall be references to that third party transferee (for all or the relevant part, as applicable).

18. Demands and notices

(a) All consents, notices and demands delivered in connection with this Deed must be in writing and in English.

(b) We may deliver a notice or demand to you at your registered office or at the contact details last known to us, or at the Address for Service.

(c) A notice or demand signed by one or more of our officials will be effective:

(i) if delivered personally, at the time of personal delivery;

(ii) if made by fax, or scanned and sent with an email, at the time of sending if sent before 6.00 p.m. on a business day, or otherwise on the next business day;

(iii) if sent to an address in the UK:

(1) two (2) business days after posting where sent by first class post; or

(2) four (4) business days after posting where sent by second class post; or

(iv) if sent to an address outside the UK:

(1) six (6) business days after posting where sent to an address in Europe; or

(2) eight (8) business days after posting where sent to an address outside of Europe,

where sent by "International Standard" post.

For this purpose, a business day is a weekday other than a national holiday.

19. Miscellaneous

(a) Neither we nor you will lose any right under this Deed if we or you do not use that right or delay in using it. Using a right or part of one will not prevent us or you from using that right again or any other right. Except as provided in this Deed, no provision of this Deed will be taken to be waived, altered, modified or amended unless we otherwise agree with you in writing.

(b) This Deed does not oblige us to take or not to take any action or to act in a particular way, unless the obligation is expressly set out in this Deed.

(c) Each section of this Deed and separately numbered and/or lettered part of a section ("**provision**") shall be treated as a separate term, unless there is a reason under any law or regulation why it cannot be treated in that way.

(d) To the extent that any provision of this Deed is or becomes invalid, illegal, unenforceable under, or contrary to, any applicable law, it will be given no effect and will be treated as not being included in this Deed, but without invalidating any of the remaining provisions of this Deed.

(e) If we agree to release you from any of your commitments or make any arrangements with you about this Deed (including any amendments to it), it will only be binding if we confirm it in writing.

(f) Other than a Receiver or third party transferee, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefits of this Deed.

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

(h) A certificate from us, acting reasonably and diligently, which confirms the amount due from you under this Deed will be binding on you, unless there is an obvious error in such certificate.

20. Law and Jurisdiction

(a) English law governs this Deed.

(b) You agree that any legal proceedings relating to this Deed may only be dealt with by the courts of England and Wales. However, this is for our benefit and we may take legal action against you in relation to this Deed in any other applicable jurisdiction.

(c) Your Address for Service, or any other address provided for this purpose, will be an effective address for service of proceedings on you.

21. Limitation of Liability

It is hereby agreed that the liability of Tower Pension Trustees Limited under this Deed (including non contractual claims and representation) shall not be personal and shall be limited to the assets of the Curtis Banks Full SIPP – D Cobb (128390) and save for that Hampden & Co. plc shall have no claim against Tower Pension Trustees Limited for pre-contractual negotiations.

SCHEDULE

Registered Land to be mortgaged

Description of Property	Title Number
The freehold property known as 14 North Street, Chichester, PO19 1LB	WSX227983

SIGNATURES

EXECUTED as a **DEED** by **HAMPDEN & CO PLC** acting by a director in the presence of:))) .... Director

....
Witness signature

....

....
Witness address

....
Witness Occupation

EXECUTED as a **DEED** by **TOWER PENSION TRUSTEES LIMITED** as Trustee of the Curtis Banks Full SIPP – D Cobb (128390) acting by a director in the presence of:))))) .... Director

..................................GEMMA MILLARD
Witness signature

3 TEMPLE QUAY..........................

BRISTOL..................................
Witness address

SOLICITOR..............................
Witness Occupation

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2178783

Charge code: 0217 878 3 0867

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th November 2020 and created by TOWER PENSION TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2020 .

Given at Companies House, Cardiff on 12th November 2020

Companies House

REGISTRAR OF COMPANIES FOR ENGLAND AND WALES

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES