



Registration of a Charge

Company Name: **MCCARTHY TAYLOR TRUSTEES LTD**

Company Number: **03873938**



Received for filing in Electronic Format on the: **19/07/2023**

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Details of Charge

Date of creation: **18/07/2023**

Charge code: **0387 3938 0033**

Persons entitled: **HCR LEGAL LLP**

Brief description: **ALL THAT FREEHOLD PROPERTY KNOWN AS 99, 99A, 100 AND 101 HIGH STREET, WORCESTER, WR1 2HW REGISTERED AT HM LAND REGISTRY UNDER TITLE NUMBER WR174594**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **HARRISON CLARK RICKERBYS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3873938

Charge code: 0387 3938 0033

The Registrar of Companies for England and Wales hereby certifies that a charge dated 18th July 2023 and created by MCCARTHY TAYLOR TRUSTEES LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th July 2023 .

Given at Companies House, Cardiff on 20th July 2023

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 18 July 2023

**MCCARTHY TAYLOR TRUSTEES LTD, RODERICK MICHAEL THOMAS, ANDREW SIMON
CALDICOTT, DAWN EMMA OLIVER AND OTHERS**

as trustees of the Harrison Clark Services Limited Pension Scheme

and

HCR LEGAL LLP

MORTGAGE

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THIS DEED is dated 18 July 2023 between

- (1) **MCCARTHY TAYLOR TRUSTEES LTD** (company number 03873938) with registered office at 100 High Street, Evesham, Worcs, WR11 4EU, **RODERICK MICHAEL THOMAS, ANDREW SIMON CALDICOTT, DAWN EMMA OLIVER, ROBERT MATTHEW CAPPER, ANDREW MICHAEL JAMES, RICHARD CHARLES MORGAN** and **KEVIN MARTIN HARRIS-JAMES** as trustees of the Scheme (the "**Mortgagor**"); and
- (2) **HCR LEGAL LLP** incorporated and registered in England and Wales with company number OC382982 whose registered office is at 5 Deansway, Worcester, Worcestershire, WR1 2JG (the "**Mortgagee**").

IT IS AGREED as follows:

1. **INTERPRETATION**

1.1 **Definitions**

Terms defined in the Facility Agreement shall have the same meaning when used in this Deed and, in addition:

"Charged Property" means all the assets, property and undertaking charged by clause 3 (*Grant of security*).

"Costs" means all costs, charges, expenses, taxes and liabilities of any kind, including (without limitation) costs and damages in connection with litigation, professional fees, disbursements and any VAT charged on Costs which the Mortgagee or any Receiver may charge or incur in relation to this Deed, the Charged Property or breach of any provision of this Deed by the Mortgagor.

"Facility Agreement" means the facility agreement dated on the date of this Deed and made between the Mortgagor and the Mortgagee.

"Insurance Policies" means the insurance policies referred to in clause 3.1(c).

"Lloyds Charge" means the mortgage granted by the Mortgagor in favour of Lloyds Bank PLC dated 27 September 2017 in relation to the Property.

"LPA" means the Law of Property Act 1925.

"Property" means the freehold property known as 99,99a, 100 and 101 High Street, Worcester WR1 2HW and registered at the Land Registry with title number WR174594.

"Receiver" means a receiver and/or manager appointed under clause 9 (*Receivers*).

"Rental Income" means the aggregate of all amounts paid or payable to or for the account of the Mortgagor in connection with the letting of any part of the Property, including each of the following amounts:

- (a) rent, licence fees and equivalent amounts paid or payable;
- (b) any sum received or receivable from any deposit held as security for performance of a tenant's obligations;
- (c) a sum equal to any apportionment of rent allowed in favour of the Mortgagor;
- (d) any other moneys paid or payable in respect of occupation and/or usage of the Charged Property and any fixture and fitting on the Charged Property including

any fixture or fitting on the Charged Property for display or advertisement, on licence or otherwise;

- (e) any sum paid or payable under any policy of insurance in respect of loss of rent or interest on rent;
- (f) any sum paid or payable, or the value of any consideration given, for the surrender or variation of any lease;
- (g) any sum paid or payable in respect of a breach of covenant or dilapidations under any lease;
- (h) any sum paid or payable by any guarantor of any occupational tenant under any lease; and
- (i) any interest paid or payable on, and any damages, compensation or settlement paid or payable in respect of, any sum referred to above less any related fees and expenses incurred (which have not been reimbursed by another person) by the Mortgagor.

"Secured Liabilities" means all present and future monies, obligations and liabilities owed by the Mortgagor to the Mortgagee pursuant to the Finance Documents, whether actual or contingent and whether owed jointly or severally, as principal or surety and/or in any other capacity together with all interest (including, without limitation, default interest) accruing in respect of such monies or liabilities and together with all Costs.

"Security Period" means the period starting on the date of this Deed and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding.

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 and any other tax of a similar nature.

1.2 Construction

- (a) In this Deed unless the context requires otherwise:
 - (i) a reference to a statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this Deed;
 - (ii) a reference to one gender includes a reference to the other gender;
 - (iii) words in the singular include the plural and vice versa;
 - (iv) a reference to a clause or Schedule is to a clause of, or Schedule to, this Deed and references to paragraphs are to paragraphs of the relevant Schedule;
 - (v) **continuing** in relation to an Event of Default means an Event of Default that has not been waived; and
 - (vi) a reference to **this Deed** (or any specified provision of it) or any other document shall be construed as a reference to this Deed, that provision or that document as in force for the time being and as amended from time to time.

- (b) A reference in this Deed to a charge or mortgage of or over the Property includes:
 - (i) all buildings which are situated on or form part of the Property;
 - (ii) the proceeds of sale of any part of the Property;
 - (iii) all easements, rights and agreements in respect of the Property; and
 - (iv) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Mortgagor and any monies paid or payable in respect of those covenants.
- (c) A third party (being any person other than the Mortgagor, the Mortgagee and its permitted successors and assigns and any Receiver) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Deed.
- (d) The perpetuity period applicable to all trusts declared by this Deed shall be 125 years.
- (e) The schedules form part of this Deed and shall have effect as if set out in full in the body of this Deed.

2. COVENANT TO PAY

The Mortgagor covenants in favour of the Mortgagee that it shall pay and discharge the Secured Liabilities when they become due.

3. GRANT OF SECURITY

3.1 Land

As a continuing security for the payment and discharge of the Secured Liabilities, the Mortgagor with full title guarantee charges to the Mortgagee:

- (a) by way of mortgage, its interest in the Property;
- (b) to the extent that the Rental Income is not effectively assigned under Clause 3.2 (*Rental Income*), by way of first fixed charge, its interest in all Rental Income; and
- (c) by way of fixed charge, its interest in all its rights in any policies of insurance relating to the Property.

3.2 Rental Income

The Mortgagor assigns to the Mortgagee absolutely, subject to a proviso for re-assignment on redemption, all of its rights in respect of all Rental Income.

4. PERFECTION OF SECURITY

The Mortgagor consents to an application being made by the Mortgagee to the Land Registrar for the following restriction in Form P to be registered against its title to the 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 _____ in favour of HCR Legal LLP referred to in the charges register or their conveyancer."

5. COVENANTS

The Mortgagor covenants with the Mortgagee in the terms set out in Schedule 1 (*Covenants*).

6. POWERS OF THE MORTGAGEE

The Mortgagee shall have the powers set out in Schedule 2 (*Powers of the Mortgagee*).

7. WHEN SECURITY BECOMES ENFORCEABLE

7.1 Event of Default

The Security created by this Deed will become immediately enforceable if an Event of Default occurs and is continuing.

7.2 Discretion

After the Security created by this Deed have become enforceable, the Mortgagee may in its absolute discretion enforce all or any part of such Security in any manner it sees fit.

7.3 Power of sale

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

8. ENFORCEMENT

8.1 General

- (a) For the purposes of all powers implied by statute, the Secured Liabilities are deemed to have become due and payable on the date of this Deed.
- (b) Section 103 of the LPA (restricting the power of sale) and Section 93 of the LPA (restricting the right of consolidation) do not apply to this Deed.
- (c) The statutory powers of leasing conferred on the Mortgagee are extended so as to authorise the Mortgagee to lease, make agreements for leases, accept surrenders of leases and grant options as the Mortgagee may think fit and without the need to comply with any provision of Section 99 or 100 of the LPA.

8.2 No liability as mortgagee in possession

Neither the Mortgagee nor any Receiver will be liable, by reason of entering into possession of the Charged Property, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

8.3 Privileges

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

8.4 Protection of third parties

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

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Mortgagee or a Receiver is/are purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due in respect of the Secured Liabilities;
- (d) how any money paid to the Mortgagee or to that Receiver is to be applied; or
- (e) about any propriety or regularity on the part of the Mortgagee or of a Receiver in relation to any of the dealings referred to in this Clause.

8.5 Redemption of prior mortgages

- (a) At any time after the Security created by this Deed have become enforceable, the Mortgagee may:
 - (i) redeem any prior Security against any Charged Property; and/or
 - (ii) procure the transfer of that Security to themselves; and/or
 - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Mortgagor.
- (b) The Mortgagor must pay to the Mortgagee, immediately on demand, the costs and expenses incurred by the Mortgagee in connection with any such redemption and/or transfer, including the payment of any principal or interest.

9. RECEIVERS

9.1 Appointment

- (a) At any time after the security constituted by this Deed has become enforceable the Mortgagee may appoint any one or more person or persons to be a receiver or a receiver and manager of the Charged Property and may remove any person appointed to be Receiver and may, in a similar manner, appoint another in their place.
- (b) The power to appoint a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Mortgagee and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA.

9.2 Remuneration

The Mortgagee may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the LPA and such remuneration shall be a debt secured by this Deed due and payable immediately upon its being paid by the Mortgagee.

9.3 Additional powers

Any Receiver appointed by the Mortgagee under this Deed shall, in addition to all statutory powers conferred on them, have the powers set out in Schedule 3 (*Powers of a Receiver*).

9.4 As agent

Any Receiver shall be the agent of the Mortgagor. The Mortgagor shall be solely responsible for his acts and defaults and for the payment of their remuneration. The Mortgagee shall not incur any liability (either to the Mortgagor or to any other person) by reason of the appointment of a Receiver or for any other reason.

10. POWER OF ATTORNEY

10.1 Power of attorney

By way of security, the Mortgagor irrevocably appoints the Mortgagee and every Receiver separately to be the attorney of the Mortgagor and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things which:

- (a) the Mortgagor is required to execute and do under this Deed; and
- (b) any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this Deed or by law on the Mortgagee or any Receiver.

10.2 Ratification

The Mortgagor ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 10.1 (*Power of attorney*).

11. ORDER OF APPLICATION OF PROCEEDS

All monies received by the Mortgagee or a Receiver (other than insurance monies) pursuant to this Deed after the security constituted by this Deed has become enforceable, shall be applied:

- (a) first in paying all costs, charges and expenses of, and incidental to, the appointment of any Receiver and the exercise of his powers and all outgoings paid by him;
- (b) second in paying the remuneration of any Receiver;
- (c) third in or towards discharge of the Secured Liabilities in such order and manner as the Mortgagee determines; and
- (d) finally in paying any surplus to the Mortgagor or any other person entitled to it.

12. COSTS AND INDEMNITY

12.1 Costs

The Mortgagor shall pay to, or reimburse, the Mortgagee and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Mortgagee and any Receiver in relation to this Deed (including, without limitation, the Costs of any proceedings in relation to this Deed or the Secured Liabilities), together with interest from day to day

until full discharge (whether before or after judgment, bankruptcy or an individual voluntary arrangement or liquidation, winding-up or administration of the Mortgagor) at a rate of 2% per annum. In the case of any Costs, such interest shall accrue and be payable as from the date on which the relevant Costs arose, without the need for any demand for payment being made.

12.2 Indemnity

The Mortgagee and any Receiver and their respective employees and agents, shall be indemnified on a full indemnity basis out of the Charged Property in respect of all actions, liabilities and Costs incurred or suffered in or as a result of:

- (a) the exercise, or purported exercise, of any of the powers, authorities or discretions vested in them under this Deed;
- (b) any matter or thing done, or omitted to be done, in relation to the Charged Property under those powers; or
- (c) any default or delay by the Mortgagor in performing any of its obligations under this Deed.

13. FURTHER PROVISIONS

13.1 Amendments

Any provision of this Deed may be amended only if the Mortgagee and Mortgagor so agree in writing. Any waiver or consent granted by the Mortgagee shall only be effective if it is in writing, signed by the Mortgagee and for the purpose for which it is given.

13.2 Severance

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions.

13.3 Counterparts

This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document.

13.4 Assignment

The Mortgagor may not assign any of its rights under this Deed.

13.5 Notices

Each communication to be made under this Deed shall be made in accordance with the provisions of clause 20 (*Notices*) of the Facility Agreement.

13.6 Limitation of Liability

Any liability of the Mortgagor arising out of this Deed or matters connected with it shall be limited to the value of the assets of the Scheme in their possession from time to time.

13.7 Miscellaneous

- (a) No act or course of conduct or negotiation by or on behalf of the Mortgagee shall preclude the Mortgagee from exercising any right or power under this Deed.
- (b) No delay or failure to exercise any right or power under this Deed shall operate as a waiver.
- (c) No single or partial exercise of any right under this Deed shall prevent any other or further exercise of that or any other right.

14. GOVERNING LAW AND JURISDICTION

14.1 Governing law

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

14.2 Jurisdiction

The parties to this Deed irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any claim or matter arising out of or in connection with this Deed.

This Deed has been executed as a deed by the Mortgagor and the Mortgagee and is delivered and takes effect on the date first specified above.

SCHEDULE 1 COVENANTS

1. The Mortgagor shall comply with all laws and regulations for the time being in force relating to or affecting any Charged Property.
2. The Mortgagor shall prepare and execute such further legal or other mortgages, charges or transfers in favour of the Mortgagee as the Mortgagee requires from time to time over the Charged Property and give all notices, orders and directions which the Mortgagee may require for perfecting, protecting or facilitating the realisation of its security over the Charged Property.
3. The Mortgagor shall keep the Property in good and substantial repair and condition.
4. The Mortgagor shall insure and keep insured (or where, in the case of any leasehold property, insurance is the responsibility of the landlord under the terms of the lease, procure that the landlord insures and keeps insured) the Property against the usual insured risks for not less than the reinstatement value of the Property.
5. The Mortgagor shall, if requested by the Mortgagee, produce the policy, certificate or cover note relating to any such insurance required by paragraph 4 of this Schedule 1 and evidence of the last premium payment and shall promptly pay all premiums in respect of such insurance and do all other things necessary to keep such policy in full force and effect.
6. All sums payable under any of the insurance policies required paragraph 4 of this Schedule 1 shall be applied in making good or recouping expenditure in respect of the loss or damage for which such monies are received.
7. The Mortgagor shall not, without the prior written consent of the Mortgagee:
 - (a) create or permit to subsist any other legal mortgage or security over the Charged Property other than this Deed or pursuant to the Lloyds Charge;
 - (b) sell, transfer, lease lend or otherwise dispose of the whole or any part of the Charged Property.

SCHEDULE 2
POWERS OF THE MORTGAGEE

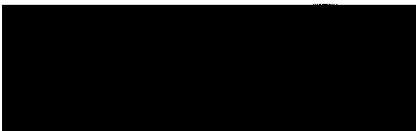
1. The Mortgagee shall be entitled to remedy a breach by the Mortgagor of any of its obligations contained in this Deed and the Mortgagor irrevocably authorises the Mortgagee and its agents to do all such things as are necessary or desirable for that purpose. Any monies expended by the Mortgagee in remedying a breach by the Mortgagor of any of its obligations contained in this Deed shall be reimbursed by the Mortgagor.
2. The rights of the Mortgagee under paragraph 1 of this Schedule 2 are without prejudice to any other rights of the Mortgagee under this Deed. The exercise of those rights shall not make the Mortgagee liable to account as a mortgagee in possession.
3. The Mortgagee may, at its discretion, grant time or other indulgence or make any other arrangement, variation or release with any person that is not party to this Deed in respect of any of the Secured Liabilities or of any other security for them without prejudice either to this Deed or to the liability of the Mortgagor for the Secured Liabilities.

**SCHEDULE 3
POWERS OF A RECEIVER**

1. A Receiver may undertake works of repair to the Property.
2. A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Mortgagee may prescribe or agree with him.
3. A Receiver may collect and get in the Charged Property or any part of it in respect of which he is appointed and make such demands and take such proceedings as may seem expedient for that purpose, and take possession of the Charged Property with like rights.
4. A Receiver may sell, assign, lease and accept surrenders of leases of, all or any part of the Charged Property in respect of which he is appointed for such consideration and in such manner and generally on such terms and conditions as he thinks fit.
5. A Receiver may give valid receipts for all monies and execute all assurances and things which may be proper or desirable for realising any of the Charged Property.
6. A Receiver may make any arrangement, settlement or compromise between the Mortgagor and any other person as he thinks fit.
7. A Receiver may bring, prosecute, enforce, defend and abandon all actions, suits and proceedings in relation to any of the Charged Property as he thinks fit.
8. A Receiver may, if he thinks fit, effect with any insurer any policy of insurance either in lieu or satisfaction of, or in addition to, the insurance required to be maintained by the Mortgagor under this Deed.
9. A Receiver may exercise all powers provided for in the LPA in the same way as if he had been duly appointed under that act and (whether or not he is an administrative receiver) exercise all the powers listed in Schedule 1 of the Insolvency Act 1986.
10. A Receiver may redeem any prior mortgage or charge and settle and pass the accounts to which the mortgage or charge relates. Any accounts so settled and passed shall be conclusive and binding on the Mortgagor, and the monies so paid shall be deemed to be an expense properly incurred by the Receiver.
11. A Receiver may do all such acts and things as an absolute owner could do in the ownership and management of the Charged Property or any part of it including using the name of the Mortgagor for any of the above purposes.
12. A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 3, or which he lawfully may or can do as agent for the Mortgagor.

THE MORTGAGOR

Executed as a deed by
MCCARTHY TAYLOR TRUSTEES LTD
as trustee of the Harrison Clark Services Limited
Pension Scheme
acting by a director
in the presence of:



Director

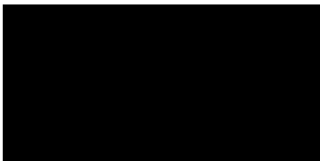
Witness signature



Witness name
(block capitals)

MARTINE NEUBER-1

Witness address



Witness

Occupation

PENSION SCHEME ADMINISTRATOR

Executed as a deed by
RODERICK MICHAEL THOMAS
as trustee of the Harrison Clark Services Limited
Pension Scheme
in the presence of:

.....

Witness signature

.....

Witness name
(block capitals)

.....

Witness address

.....

.....

.....

Witness

Occupation

.....

THE MORTGAGOR

Executed as a deed by
MCCARTHY TAYLOR TRUSTEES LTD
as trustee of the Harrison Clark Services Limited
Pension Scheme
acting by two directors
or
a director in the presence of:

.....
Director

.....
Director

Witness signature

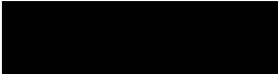
Witness name
(block capitals)

Witness address


Witness Occupation

Executed as a deed by
RODERICK MICHAEL THOMAS
as trustee of the Harrison Clark Services Limited
Pension Scheme
in the presence of:



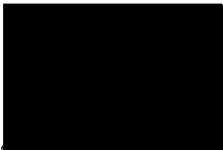
Witness signature 


Witness name *LAUREN BAKER*
(block capitals)

Witness address 


Witness
Occupation *PR*

Executed as a deed by
ANDREW SIMON CALDICOTT as trustee of the
Harrison Clark Services Limited Pension
Scheme
acting by an attorney, Roderick Michael Thomas
in the presence of:


.....
Roderick Michael
Thomas (attorney)

Witness signature 

Witness name *LAUREN BAKER*
(block capitals)

Witness address 

Witness
Occupation *PA*

Executed as a deed by
DAWN EMMA OLIVER as trustee of the
Harrison Clark Services Limited Pension
Scheme
in the presence of:

.....

Witness signature

Witness name
(block capitals)

Witness address
.....
.....

Witness
Occupation

Executed as a deed by

ANDREW SIMON CALDICOTT as trustee of the
Harrison Clark Services Limited Pension
Scheme

acting by an attorney, Roderick Michael Thomas
in the presence of:

.....
Roderick Michael
Thomas (attorney)

Witness signature

Witness name,
(block capitals)

Witness address,
.....
.....

Witness

Occupation

Executed as a deed by

DAWN EMMA OLIVER as trustee of the
Harrison Clark Services Limited Pension
Scheme

in the presence of:

Witness signature

Witness name
(block capitals) *SHIRLEY ELAINE RABBETTS*

Witness address
.....
.....

Witness

Occupation *Solicitor*

Executed as a deed by
ROBERT MATTHEW CAPPER as trustee of the Harrison Clark
Services Limited Pension Scheme
acting by an attorney, Roderick Michael Thomas
in the presence of:

Witness signature

Witness name
(block capitals)

Witness address

Witness Occupation

[Redacted signature]

LAUREN BAICER

[Redacted address]

PA

[Redacted signature]

Roderick Michael Thomas
(attorney)

Executed as a deed by
ANDREW MICHAEL JAMES as trustee of the Harrison Clark
Services Limited Pension Scheme
acting by an attorney, Roderick Michael Thomas
in the presence of:

Witness signature

Witness name
(block capitals)

Witness address

Witness Occupation

[Redacted signature]

LAUREN BAICER

[Redacted address]

PA

[Redacted signature]

Roderick Michael Thomas
(attorney)

Executed as a deed by
RICHARD CHARLES MORGAN as trustee of the Harrison Clark
Services Limited Pension Scheme
acting by an attorney, Roderick Michael Thomas
in the presence of:

Witness signature

Witness name
(block capitals)

Witness address

Witness Occupation

[Redacted signature]

LAUREN BAICER

[Redacted address]

PA

[Redacted signature]

Roderick Michael Thomas
(attorney)

Executed as a deed by

KEVIN MARTIN HARRIS-JAMES as trustee of the Harrison Clark

Services Limited Pension Scheme

in the presence of:

Witness signature

Witness name
(block capitals)

Witness address

Witness Occupation


CHRISTINE HARRIS-JAMES

Director

THE MORTGAGEE

Executed as a deed by
HCR LEGAL LLP
acting by two members


Member


Member