



Registration of a Charge

Company name: **ROBERT HITCHINS LIMITED**

Company number: **00686734**



XA21U56P

Received for Electronic Filing: **09/04/2021**

Details of Charge

Date of creation: **31/03/2021**

Charge code: **0068 6734 0118**

Persons entitled: **LLOYDS BANK PLC (AS SECURITY AGENT)**

Brief description:

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

Certified by:

**JED DILLON, FOR AND ON BEHALF OF WOMBLE BOND
DICKINSON (UK) LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 686734

Charge code: 0068 6734 0118

The Registrar of Companies for England and Wales hereby certifies that a charge dated 31st March 2021 and created by ROBERT HITCHINS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2021 .

Given at Companies House, Cardiff on 12th April 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

womblebonddickinson.com



31 March 2021

Floating Charge over Bank Account

The Parties listed in Schedule 1 (as Chargors) ⁽¹⁾ and
Lloyds Bank plc (as the Security Agent) ⁽²⁾

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DATE 31 March 2021

PARTIES

- (1) **THE PARTIES LISTED IN Schedule 1** as Chargors (**Chargors**); and
- (2) **LLOYDS BANK PLC**, incorporated in England and Wales, with registration number 00002065 and whose registered office is 25 Gresham Street, London, EC2V 7HN in its capacity as agent and trustee on behalf of the Finance Parties (the "**Security Agent**")

BACKGROUND

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in Clause 1 apply:

Account	the accounts specified in Schedule 2 (<i>Bank Accounts</i>) .
Act	the Law of Property Act 1925.
Authorisation	means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.
Business Day	any day, other than a Saturday, Sunday or public holiday in England.
Charged Property	all the assets, rights, property and undertaking of the Chargors charged to the Beneficiary by the Chargors pursuant to Clause 3 of this Deed.
Encumbrance	any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention, preferential right or trust arrangement or other security arrangement or agreement or any right conferring a priority of payment.
Event of Default	shall have the meaning given to such term in the Facilities Agreement
Facilities Agreement	the term and revolving facilities agreement dated on or about the date of this Deed and made between (1) The Robert Hitchens Group Limited (as Company), (2) the other companies referred to therein as Original Borrowers, (3) the companies referred to therein as Original Guarantors, (4) Lloyds Bank plc as Arranger, (5) Lloyds Bank plc as Original Lender, (6) Lloyds Bank Corporate Markets plc as Original Hedge Counterparty, (7) Lloyds Bank plc as Letter of Credit Bank, (8) Lloyds Bank plc as Overdraft Lender, (9) Lloyds Bank plc as Agent and (10) the Security Agent as subsequently amended, restated, varied, substituted or replaced from time to time.

Finance Document	shall have the meaning given to such term in the Facilities Agreement
Financial Collateral	shall have the meaning given to that expression in the Financial Collateral Regulations.
Financial Collateral Regulations	the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003/3226).
Receiver	any receiver appointed by the Security Agent under or by virtue of this Deed.
Secured Liabilities	all indebtedness and all obligations or liabilities of any kind which may now or at any time in the future be due, owing or incurred by the Chargors to the Security Agent, whatever their nature or basis, in any currency or currencies and however they are described together with Interest and Expenses PROVIDED THAT "Secured Obligations" shall not include any obligation or liability to the extent that if it were so included this Deed (or any part of it) would give rise to financial assistance within the meaning of Sections 677(1) of the Companies Act 2006 (Companies Act) unless such financial assistance is not prohibited by virtue of the provisions of Sections 679, 681 and 683 of the Companies Act.
Security Financial Collateral Arrangement	shall have the meaning given to that expression in the Financial Collateral Regulations.

1.2 In this Deed, unless the context requires otherwise:

- 1.2.1 references 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 or novated from time to time;
- 1.2.2 any reference to any statute or statutes or section or sections of any statute shall be deemed to be a reference to legislation of England and Wales or any statutory modification, re-enactment or replacement thereof for the time being in force unless the contrary is stated;
- 1.2.3 references to the masculine gender include the feminine and neuter genders and vice versa and references to the singular number include the plural and vice versa;
- 1.2.4 references to Schedules, Clauses and Paragraphs are to the schedules, clauses and paragraphs of this Deed and the headings of clauses are inserted for ease of reference only and shall be ignored in construing this Deed;
- 1.2.5 references to any other documents referred to herein shall, unless otherwise stated, be deemed to include such documents as amended, varied, supplemented, or replaced from time to time in accordance with any requisite consents;
- 1.2.6 clause headings in this Deed are for reference only and shall not affect its interpretation;
- 1.2.7 references to defined parties herein shall also be deemed to include references to their permitted respective successors, transferees and assigns;

- 1.2.8 a reference to any person includes one or more of that person's assigns, transferees, successors in title, delegates, sub-delegates and appointees (in so far as such assigns, transferees, successors in title, delegates, sub-delegates and appointees are permitted) and any individual, firm, company, corporation, joint venture, body corporate, unincorporated body of persons, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality);
 - 1.2.9 a reference to an amendment includes a supplement, variation, novation or re-enactment (and amended shall be construed accordingly);
 - 1.2.10 a reference to assets includes present and future properties, undertakings, revenues, rights and benefits of every description; and
 - 1.2.11 a reference to an authorisation includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation.
- 1.3 This Deed is a Finance Document.

2. COVENANT TO PAY

Each Chargor covenants with the Security Agent that it will on demand pay and discharge the Secured Liabilities when due and payable to the Security Agent.

3. CHARGE

Each Chargor with full title guarantee and as a continuing security for the payment and discharge of the Secured Liabilities charges to the Security Agent by way of first floating charge, all of its rights title and interest to the Accounts and all monies from time to time standing to the credit of the Accounts and the debts represented thereby together with all other rights and benefits accruing to or arising in connection with the Accounts (including, but not limited to, entitlements to interest)

4. CONTROL OF THE ACCOUNT

- 4.1 Prior to the occurrence of any of the events prescribed in Clause 10.1, the Chargors shall be entitled to make withdrawals from the Account as permitted under the terms of the Finance Documents.
- 4.2 The Chargors shall give notice to the Bank of the charge created under Clause 3 over the Account in the form set out in Schedule 3 hereof and use reasonable endeavours to procure that the Bank provide an acknowledgment of the Security Agent's interest in the Account to the Security Agent.

5. NEGATIVE PLEDGE

- 5.1 The Chargors shall not at any time, except with the prior written consent of the Security Agent:
 - 5.1.1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, the Charged Property other than the Encumbrances granted pursuant to this Deed;
 - 5.1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property; or
 - 5.1.3 create or grant (or purport to create or grant) any interest in the Charged Property in favour of third a party.

6. INTEREST ON THE BALANCE

- 6.1 Interest shall accrue on the balance of the Account at such rates and be payable on such dates and in such manner as the Chargors may from time to time agree with the Bank and the Security Agent hereby agrees that all such interest shall be credited to the Account.
- 6.2 Any agreement (whether before on or after the date of this Deed) that any amounts standing to the credit of the Account is to be held on fixed time deposit shall be for the purposes of calculation and payment of interest only and shall not prejudice the Security Agent's rights under any provision of this Deed. The Security Agent may unilaterally terminate any such fixed time deposit period at any time after the date on which all or any part of the Secured Liabilities shall become due and payable and the relevant Bank will adjust any interest payable to the Chargors accordingly. Each Chargor irrevocably authorises the Security Agent and each Bank at any time after the security constituted by this Deed has become enforceable to break any fixed term deposit or determine the amount standing to the credit of the Account in whole or in part.

7. REPRESENTATIONS WARRANTIES AND COVENANTS BY THE CHARGORS

- 7.1 Each Chargor represents and warrants to the Security Agent on the date of this Deed and on each day during the Security Period and undertakes that:
- 7.1.1 it is and will be the sole absolute and beneficial owner of all the Charged Property free from Encumbrances with full title guarantee and will not create or attempt to create or permit to arise or subsist any Encumbrance (other than this Deed) on or over the Account or all or any part of the Charged Property;
 - 7.1.2 it has not sold assigned or otherwise disposed of or agreed to sell, assign or otherwise dispose of or granted or agreed to grant an option in respect of all or any of the Chargors' right, title and interest in and to all or any part of the Charged Property;
 - 7.1.3 it has and will at all times have the necessary power to enter into and perform its obligations under this Deed;
 - 7.1.4 this Deed constitutes its legal, valid, binding and enforceable obligations and is a security over all and every part of the Charged Property effective in accordance with its terms;
 - 7.1.5 this Deed does not and will not conflict with or result in any breach or constitute a default under any agreement, instrument or obligation to which any Chargor is a party or by which it is bound; and
 - 7.1.6 all necessary authorisations and consents to enable or entitle it to enter into this Deed have been obtained and will remain in full force and effect during the subsistence of the security constituted by this Deed.

8. FURTHER ASSURANCES

Each Chargor hereby covenants with the Security Agent that during the continuance of this Deed the Chargor shall, at the request of the Security Agent and cost of the Chargor, execute, deliver and do all such deeds, instruments, acts and things in such form as the Security Agent may reasonably require for perfecting or protecting the security intended to be constituted by or pursuant to this Deed or for facilitating the realisation of such security or the exercise of any and all powers, authorities and discretions intended to be vested in the Security Agent or any Receiver.

9. CONTINUING SECURITY

- 9.1 The security constituted by this Deed:

- 9.1.1 shall not be considered as satisfied or discharged by any intermediate payment or settlement of account or otherwise of part only of the Secured Liabilities but shall constitute and be a continuing security to the Security Agent and shall remain in full force and effect until all of the Secured Liabilities have been unconditionally and irrevocably paid or otherwise discharged in full; and
- 9.1.2 shall be in addition to and shall not operate so as in any way to prejudice or affect, and shall not be prejudiced or affected by, any other security held by the Security Agent nor any lien to which the Security Agent is by law entitled nor any right the Security Agent might have against any other person in respect of the Secured Liabilities and in particular it shall not be necessary for the Security Agent to resort to or seek to enforce any security or personal guarantee or liability of any other person, firm or Chargor; and
- 9.1.3 shall not be affected by any act, omission or circumstance which but for this Clause 9.1.3 might affect or diminish its effectiveness and, without prejudice to the generality of the foregoing, the Security Agent shall be entitled from time to time and without in any way impairing the Chargors' obligations and liabilities under this Deed:
- (a) to release, or grant any time or any other indulgence whatsoever to, the Chargors or any other person, firm or corporation and also to enter into any compromise or arrangement and any other transaction of any kind with or in relation to the Chargors or any other person, firm or corporation or to agree to vary any existing arrangement or agreement; and
 - (b) to take, accept, vary, deal with, enforce, abstain from enforcing, surrender and/or release any other security, and to claim or prove for, and accept or transfer any property or payment in respect of, or in respect of the winding up of, the Chargors or any other person, firm or corporation, or to abstain from so claiming or proving or from accepting any such property or payment.

10. CRYSTALLISATION, ENFORCEMENT AND POWER OF SALE

- 10.1 Without limitation or prejudice to any prior event causing such, the floating charge granted under Clause 3 above shall automatically and immediately (without notice) crystallise and be immediately enforceable at any time following the occurrence of an Event of Default which is continuing or if requested by the Chargors.
- 10.2 Section 103 of the Law of Property Act 1925 shall not apply to this Deed and any sale in exercise of the powers granted by this Deed or by statute may be made on such terms as the Security Agent or any Receiver appointed under this Deed may think fit.

11. RIGHT OF APPROPRIATION

To the extent that the Charged Property constitute Financial Collateral and this Deed and the obligations of the Chargors hereunder constitute a Security Financial Collateral Arrangement, the Security Agent shall have the right, at any time after this Deed has become enforceable, to appropriate all or any of that part of the Charged Property in or towards the payment and/or discharge of the Secured Liabilities in such order as the Security Agent in its absolute discretion may from time to time determine. The value of the Charged Property appropriated in accordance with this Clause 11 shall be, in the case of cash, the amount of cash appropriated. The Chargors agree that the method of valuation provided for in this Clause 11 is commercially reasonable for the purposes of the Financial Collateral Regulations.

12. APPOINTMENT OF RECEIVER

- 12.1 At any time after the security constituted by this Deed shall have become enforceable, the Security Agent may in writing appoint any person to be a Receiver of the Charged Property.
- 12.2 Any Receiver and/or the Security Agent will have and be entitled to exercise all of the powers conferred from time to time on receivers by statute (in the case of the powers conferred by the

Act or this Deed without the restrictions contained in section 103 of the Act without being restricted in any way by the remaining provisions of this Clause 12.2) and in addition to the same, a Receiver (and the Security Agent) will also have the following powers:

- 12.2.1 to take possession of, collect and get in the Charged Property and for that purpose to take any proceedings in the Chargors' name or otherwise as may seem expedient, to collect recover compromise settle and give a good discharge for sums payable and any claims outstanding or arising and to institute such proceedings as the Security Agent or such Receiver may think fit;
- 12.2.2 to perform any of the Chargors' obligations relating to the Charged Property, to exercise all of the Chargors' rights duties and powers in connection with the Charged Property, to institute and defend legal proceedings, to give and receive notices;
- 12.2.3 forthwith to sell or concur in selling, call in, collect and convert into money, or otherwise dispose of any of the Charged Property on such terms as the Security Agent or any such Receiver may think fit. Any purchaser of the Charged Property will be entitled (and as between the Security Agent and such purchaser bound) to assume without enquiry that the security created by this Deed has become enforceable and that any Receiver is validly appointed;
- 12.2.4 to make any arrangements or compromise which the Receiver shall think expedient;
- 12.2.5 to appoint managers agents officers and employees for any of the purposes set out in this Clause 12 at such salaries and for such periods as the Receiver may determine;
- 12.2.6 to do all such other acts and things as he may consider necessary or desirable in his absolute discretion for the realisation of any of the property charged by this Deed, or as may be considered to be incidental or conducive to any of the matters or powers set out in this Clause 12 and which the Receiver lawfully may or can do as the Chargors' agent or which the Security Agent lawfully may or can do as mortgagee, and to enter into any contract or arrangement whatever relating to the disposal of or other dealing with the property charged by this Deed or any of it on such terms as the Receiver shall in his absolute discretion think fit; and
- 12.2.7 in the case of a Receiver to do anything or exercise any Power which the Security Agent could do or exercise.

If the Security Agent exercises any of the above powers then this will not make the Security Agent a mortgagee in possession.

- 12.3 Any monies received under the powers conferred by this Deed will, subject to the payment or repayment of any prior claims, be paid or applied in the following order of priority:-
 - 12.3.1 FIRST in or towards satisfaction of all reasonable costs, charges and expenses incurred, and payments made, by the Security Agent and/or the Receiver including the remuneration of the Receiver;
 - 12.3.2 SECOND in or towards satisfaction of the Secured Liabilities in whatever order the Security Agent may require;
 - 12.3.3 THIRD as to the surplus (if any) to the Chargors,
- 12.4 Subject to Clause 12.3, any monies received or realised by the Security Agent or a Receiver under this Deed may be applied by the Security Agent to satisfy any item of account or liability or transaction in such order or manner as the Security Agent may determine.
- 12.5 Any Receiver shall be deemed to be the Chargors' agent and the Chargors shall be solely responsible for the Receiver's remuneration (which the Security Agent may fix) acts or defaults.

- 12.6 Neither the Security Agent nor any Receiver shall be under any obligation to do anything and the agency of the Receiver shall continue until any Chargor goes into bankruptcy and thereafter the Receiver shall act as principal and not as agent for the Security Agent to enforce the obligations of any third party owed to that Chargor or otherwise in connection with the Account, and neither the Security Agent nor such Receiver shall be liable to that Chargor for any loss or damage caused by omission so to do.
- 12.7 If a Chargor receives any payment under or in respect of the Charged Property after the security created by this Deed shall have become enforceable, that Chargor shall immediately account to the Security Agent or the Receiver for it and in the meantime hold it on trust for the Security Agent.
- 12.8 No purchaser or any other person dealing any Receiver (or with the Security Agent itself) shall be concerned to enquire whether the monies secured by this Deed have become due or the powers of the person concerned have become exercisable or as to the application of any money paid to the Security Agent or any Receiver.
- 12.9 The Security Agent may remove any Receiver appointed by the Security Agent from the Charged Property of which he is Receiver and at any time after any Receiver and has vacated office or ceased to act, appoint further Receiver(s) over all or any part of such Charged Property.

13. POWER OF ATTORNEY

- 13.1 Each Chargor hereby by way of security irrevocably appoints the Security Agent and any Receiver and each of them severally to be the attorney of the Chargors (with full powers of substitution and delegation) for the Chargors and in its name or otherwise and on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which the Chargors are required to execute and do under this Deed or which the attorney deems necessary in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Security Agent, any Receiver or any Delegate.
- 13.2 The Chargors hereby ratify and confirm and agree to ratify and confirm whatsoever any such attorney shall do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in this Clause 13 and the Security Agent shall keep the Chargors advised of actions taken by the Security Agent or the Receiver by virtue of this Clause 13.

14. INDEMNITY

The Security Agent and every Receiver under this Deed, shall be entitled to be indemnified out of the Charged Property in respect of all liabilities and reasonable expenses incurred directly or indirectly in the execution or purported execution of any of the powers, authorities or discretions vested in such person under this Deed and against all actions, proceedings, costs, claims and demands in respect of any matter or thing done or omitted in any way relating to the Charged Property and the Security Agent and any Receiver may retain and pay all sums in respect of such liabilities and expenses out of any money received under the powers conferred by this Deed.

15. LEGAL RELATIONSHIP

Except where this Deed specifically provides otherwise, no provision of this Deed shall, or shall be deemed to, create or evidence a partnership between any of the parties or makes a party to this Deed the Security Agent of another party for any purpose. Except where provides otherwise, a party to this Deed has no authority or power to bind, to contract in the name of, or to create a liability for another party to this Deed in any way or for any purpose.

16. NOTICES

- 16.1 Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by letter or by electronic mail.

- 16.2 Any notice or demand under this Deed delivered by way of letter shall be deemed to have been properly served on the Chargors if delivered by hand or sent by prepaid first class post to its address as set out in Schedule 1 of this Deed (or such other address as the Chargors shall specify for this purpose from time to time). Proof of posting shall be conclusively proved by a certificate signed by an officer of the Security Agent.
- 16.3 Any notice or demand under this Deed delivered by way of letter shall be deemed to have been properly served in the case of first class post at 2 pm 5 Business Days after posting and in the case of delivery by hand at the time of delivery provided such delivery takes place during normal business hours (otherwise at the beginning of the next following Business Day).
- 16.4 Any communication to be made between the parties may be made by electronic mail to each of the addresses in respect of such party as specified in the signature blocks for the relevant party or such alternative email address as may be supplied by them to the other party by not less than five Business Days' notice.
- 16.5 Any such electronic communication as specified in Clause 16.4 above made between the Parties will be effective only when actually received in readable form.
- 16.6 Any electronic communication which becomes effective, in accordance with Clause 16.5 above, after 5:00 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purpose of this Deed shall be deemed only to become effective on the following Business Day.

17. AMENDMENTS, MODIFICATION AND VARIATION

- 17.1 No amendment, modification or variation of this Deed shall be valid unless it is in writing and signed by or on behalf of each of the parties to this Deed.
- 17.2 Unless expressly agreed otherwise, no variation shall constitute a general waiver of any provisions of this Deed, nor shall it affect any rights, obligations or liabilities under or pursuant to this Deed which have already accrued up to the date of variation, and the rights and obligations of the parties to this Deed under or pursuant to this Deed shall remain in full force and effect, except and only to the extent that they are so varied.

18. WAIVERS; REMEDIES CUMULATIVE

- 18.1 No failure or delay by any parties to this Deed in exercising any right, power or remedy under this Deed provided by law shall impair such right, power or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any right, power or remedy shall preclude any other or further exercise thereof or the exercise of any other right, power or remedy.
- 18.2 The rights of any party to this Deed shall not be capable of being waived otherwise than by an express waiver in writing.
- 18.3 The rights, powers and remedies provided in this Deed are cumulative and may be exercised as often as they are considered appropriate and are in addition to any rights and remedies under general law.

19. EVIDENCE OF INDEBTEDNESS

In any proceeding, action or claim relating to this Deed, a statement as to any amount due which is certified as being correct by an officer of the Security Agent shall, unless otherwise provided in this Deed, or in the case of manifest error, be prima facie evidence that such amount is in fact due and payable.

20. SEVERABILITY

Any provision of this Deed that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, each of parties to this Deed hereby waives any provision of law but only to the extent permitted by law that renders any provision of this Deed prohibited or unenforceable in any respect.

21. CHANGES AFFECTING THE SECURITY AGENT

This Deed shall remain valid and enforceable notwithstanding any change in the name, composition, or constitution of the Security Agent or any amalgamation or consolidation by the Security Agent with any other corporation.

22. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

23. RELEASE

Upon all of the Secured Liabilities having been unconditionally and irrevocably discharged in full, and there being no amounts due to the Security Agent, then the Security Agent shall at the request of the Chargors take whatever action is necessary to release the Charged Property from the security created by this Deed.

24. COUNTERPARTS

This Deed may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

25. SUCCESSORS AND ASSIGNMENT**25.1 No assignment by the Chargors**

No Chargor shall assign, novate or otherwise deal with its rights or obligations under or interests in this Deed, except with the prior written consent of the Security Agent.

25.2 Transfer by Security Agent

25.2.1 Save as otherwise provided in the Finance Documents, the Security Agent may at any time assign, novate or otherwise deal with any rights or obligations under or interests in this Deed.

25.2.2 The Security Agent may disclose any information about the Chargors, the Charged Property and/or this Deed to any person to whom it proposes to assign, novate or transfer (or has assigned, novated or transferred) any rights or obligations under or interests in this Deed, or with whom it proposes to enter into (or has entered into) any other dealings in relation to any such rights, obligations or interests.

25.2.3 Any person to whom the benefit of all such rights has been transferred, subject to such obligations, may enforce this Deed in the same way as if it had been a Party instead of the Security Agent.

25.2.4 If the Security Agent transfers part only of its rights in respect of the Secured Obligations to any person, then this Deed shall thereupon be deemed to have been entered into by the Security Agent and such other person.

26. SECURITY AGENT CHOICE OF LAW AND JURISDICTION

- 26.1 This Deed and any dispute or claim arising out of, or in connection with it, or its subject matter or formation (including non-contractual disputes or claims) will be governed by and construed in accordance with the law of England and Wales.
- 26.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed by the Chargors and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1**Chargors**

	Name	Company Number	Registered Office
1.	Robert Hitchins Limited	00686734	The Manor, Boddington, Cheltenham, Gloucester, GL51 0TJ
2.	Robert Hitchins Investment Properties Limited	10635648	The Manor, Boddington Lane, Boddington, Cheltenham, GL51 0TJ
3.	Urban & Regional Property Services Limited	02724434	The Manor, Boddington Lane, Boddington, Cheltenham, Gloucestershire, GL51 0TJ

SCHEDULE 2**Bank Accounts**

Chargor	Account name	Account bank	Sort Code	Account number
Robert Hitchins Investment Properties Limited	RHIP Ltd - Rent	Lloyds Bank plc		
Robert Hitchins Limited	Misc Prop Account	Lloyds Bank plc		
Robert Hitchins Limited	SBS Account	Lloyds Bank plc		
Robert Hitchins Limited	Commercial Property Account	Lloyds Bank plc		
Urban & Regional Property Services Limited	Rent 1 – BM Account	Lloyds Bank plc		
Urban & Regional Property Services Limited	Rent 3 – EBP Account	Lloyds Bank plc		

SCHEDULE 3

Notice of Charge

From:

To: *[insert details]*

Dated:

Dear Sirs

We give you notice that:

1. by a deed of charge dated (the "**Charge**") made between (1) ourselves and (2) Lloyds Bank plc ("**Security Agent**") we have charged to the Security Agent our account with you with sort code *[insert code]* and account number *[insert number]* (the "**Account**") and all monies from time to time standing to the credit of the Account and the debts represented thereby together with all other rights and benefits accruing to or arising in connection with the Account (together the "**Credit Balances**");
2. all moneys forming part of the Credit Balances may be applied in accordance with our instructions unless you are notified to the contrary by the Security Agent and we confirm that you shall have no liability whatsoever to us by complying with any such instructions from the Security Agent.

This notice and the instructions contained in this notice cannot be revoked amended or modified without the express written consent of the Security Agent.

Please acknowledge receipt of this notice by signing the acknowledgement set out at the foot of the enclosed duplicate of this notice and returning it to the Security Agent (the "**Acknowledgement**").

We confirm that you shall have no liability to us whatsoever by complying with the terms of the Acknowledgement.

Yours faithfully

.....

Director

for and on behalf of

[CHARGOR]

Acknowledgement of Notice of Charge

To:

[name and address of Security Agent]

(the "**Chargee**")

and

[name and address of Chargor]

(the "**Chargor**")

Dear All

Notice of charge dated2021 (the "**Notice**")

We refer to the Notice relating to the account details of which are set out below the "**Account**":

ACCOUNT HOLDER	ACCOUNT NUMBER	SORT CODE
Protect Line Limited	[insert number]	[insert code]

We confirm that we will continue to operate the Account solely on the instructions of the Chargor unless and until we have received addressed to [insert details] (or such other contact names and addresses as we may advise you of from time to time) a notice from the Chargee asking us to block the Account together with a copy of the Notice and this Acknowledgement (the "**Blocking Notice**").

We do not confirm or agree to any of the other matters set out in the Notice.

Our acknowledgement of the Notice is subject to the following conditions:

1. we shall not be bound to enquire whether the right of any person (including, but not limited to, the Chargee) to withdraw any monies from the Account[s] has arisen or be concerned with (A) the propriety or regularity of the exercise of that right or (B) any notice contrary to the terms of a Blocking Notice or (C) be responsible for the application of any monies received by such person (including, but not limited to, the Chargee);
2. we shall have no liability to the Chargor in respect of the Account[s] whatsoever, including, without limitation, for having acted on instructions from any person (including, but not limited to, the Chargee prior to the receipt by us of the Blocking Notice) which on their face appear to be genuine, and which otherwise comply with the latest bank mandate held by us or relevant electronic banking system procedures in the case of an electronic instruction, and
3. we shall not be deemed to be a trustee for the Chargor or the Chargee of the Account.

This letter and any non-contractual obligations arising out of or in connection with this letter are governed by the laws of England and Wales.

Yours faithfully

Name:

Position:

For and on behalf of [insert name of bank]

EXECUTION PAGE

Chargors

Executed as a deed by **Robert Hitchins Limited**
by Jeremy Hitchins ,a director and
 Jonathan Dunley , a director/its
secretary

Director

Director/Secretary

Electronic mail addresses for communications:

Executed as a deed by **Robert Hitchins Investment Properties Limited** by Jeremy Hitchins
, a director and Jonathan Dunley
, a director/its secretary

Director

Director/Secretary

Electronic mail addresses for communications:

Executed as a deed by **Urban & Regional Property Services Limited** by Jeremy Hitchins
a director and Jonathan Dunley
a director/its secretary

Director

Director/Secretary

Electronic mail addresses for communications: