



Registration of a Charge

Company name: **B. DUGDALE & SON LIMITED**

Company number: **04635359**



X6E2F36G

Received for Electronic Filing: **01/09/2017**

Details of Charge

Date of creation: **25/08/2017**

Charge code: **0463 5359 0002**

Persons entitled: **ADAM TICKLE, ALISON TICKLE AND MATTHEW TICKLE**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

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:

DWF LLP



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4635359

Charge code: 0463 5359 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th August 2017 and created by B. DUGDALE & SON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st September 2017 .

Given at Companies House, Cardiff on 5th September 2017

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006

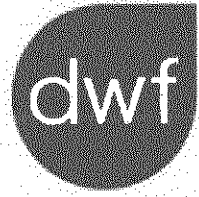


Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DWF Draft (1) ERC



25181 2017

(1) **B. DUGDALE & SON LIMITED**
as the Company

and

(2) **ADAM TICKLE, ALISON TICKLE AND MATTHEW TICKLE**
as the Lender

DEBENTURE

DWF LLP
5 St Paul's Square
Old Hall Street
Liverpool
L3 9AE

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THIS DEBENTURE is made by deed on *25 August*

2017

BETWEEN

- (1) **B. DUGDALE & SON LIMITED** a company incorporated in England and Wales (company number 04635359) whose registered office is at Bellman Mill, Salthill, Clitheroe, Lancashire BB7 1QW (the "**Company**");
- (2) **ADAM TICKLE, ALISON TICKLE and MATTHEW TICKLE** each care of Heysome House Farm Crank Hill St Helens Merseyside WA11 7SF (together, the "**Lender**").

TERMS AGREED

1. Definitions and interpretation

1.1 In this Deed the following definitions apply:

"Administrator"	an administrator for the purposes of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002);
"Authorisation"	an authorisation, approval, consent, licence, permit, exemption, registration or filing necessary or desirable for the ownership, use or enjoyment of the Charged Assets or the validity or effectiveness of this Deed or its admissibility in evidence in England and Wales;
"Business Day"	a day (other than a Saturday or Sunday) on which banks are open for general business in London;
"Charged Assets"	all the assets of the Company which are from time to time subject to the security interests created by this Deed and references to the charged assets shall be interpreted to mean both the whole and any part of such assets and any interest therein;
"Debts"	all book debts, other debts, receivables and liabilities of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to the Company including without limitation all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person;
"Default Rate"	the rate of 4% per annum above the base rate of Barclays Bank PLC from time to time;
"Enforcement Event"	the occurrence of any of the following events or circumstances: (a) the Company fails to pay or discharge any of the Secured Liabilities when due for payment or

discharge;

- (b) the Company breaches any of the provisions of this Deed;
- (c) the Company is or becomes unable to pay its Debts as they fall due or the value of the Company's assets is less than the amount of its liabilities taking into account the Company's contingent and prospective liabilities, or the Company commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of, or a composition with, its creditors;
- (d) the Company passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any step is taken by the Company or any other person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, Administrator, trustee or similar officer of it or of any or all of its revenues or assets;
- (e) a distress, execution, attachment or other legal process is levied, or enforced on or sued against, all or any part of the assets of the Company and remains undischarged for five Business Days;
- (f) an encumbrancer takes possession of the whole or any part of the revenues or assets of the Company; or
- (g) any event occurs as set out under clause 3.8 of the Principal Agreement; or
- (h) any event occurs in relation to the Company which is analogous to any of those set out in paragraphs (a) to (g) above.

"Equipment"

all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by the Company, and any part thereof, together with all spare parts, replacements, modifications and additions

	Company, and any part thereof, together with all spare parts, replacements, modifications and additions thereto;
"Financial Collateral"	has the meaning given to that expression in the Financial Collateral Regulations;
"Financial Collateral Regulations"	the Financial Collateral Arrangements (No. 2) Regulations 2003;
"Insurance Policies"	all present and future policies of insurance or assurance held or maintained by the Company (including in respect of the Charged Assets) and all claims and recoveries under those policies;
"Intellectual Property"	any present or future rights or interests of the Company in respect of any patent, trade mark, service mark, trade name, registered design, design rights, copyrights, know how and any other rights in intellectual property whether registered or unregistered and any registration or application for registration including all present and future fees, royalties and other income or rights derived therefrom or incidental thereto and including the benefit of all present and future agreements relating to the use of a licensing or exploitation of any such rights;
"Party"	a "Party" to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative;
"Principal Agreement"	the share purchase agreement in respect of 100% of the issued share capital of B Tickle & Sons Limited dated on or around the date of this Deed and made between the Lender and the Company;
"Prior Security"	the guarantee and debenture dated 7 August 2017 and made between the Company and Barclays Bank PLC;
"Priority Deed"	the deed of priority dated on or around the date of this Deed and made between the Lender, Barclays Bank PLC and the Company;
"Properties"	all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time hereafter (and from time to time) owned by the Company or in which the Company holds an interest and "Property" means any of them;
"Receiver"	a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any

part of the Charged Assets and that term will include any appointee made under a joint and/or several appointment;

"Relevant Legislation" all laws, directions, regulations, codes of practice, guidance notes, circulars and the like concerning the protection of the environment, human health or working conditions at any Property, or the actual or proposed use or development of any Property;

"Secured Liabilities" the obligations and liabilities due, owing or incurred from or by the Company to the Lender under the Principal Agreement (and references to the Secured Liabilities include any of them);

"Securities" all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned (at law or in equity) by the Company, together with all allotments offered or arising in respect thereof or incidental thereto;

"Security Financial Collateral Arrangement" has the meaning given to that expression in the Financial Collateral Regulations;

"Security Interest" a mortgage, charge, 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;

"Security Period" the period from the date of this Deed until the Lender confirms in writing to the Company that all the secured liabilities have been unconditionally and irrevocably paid and discharged in full;

"Third Parties Act" the Contracts (Rights of Third Parties) Act 1999.

1.2 In this Deed, unless the context otherwise requires:

1.2.1 each reference to this Deed, the Principal Agreement or any other agreement or instrument is a reference to this Deed, the Principal Agreement or such other agreement or instrument as amended, novated, replaced, restated, supplemented or varied from time to time;

1.2.2 each reference to a provision of law is a reference to that provision as amended, replaced or re-enacted from time to time;

1.2.3 any grant of rights for full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title

guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994;

- 1.2.4 clause and schedule headings are for ease of reference only;
- 1.2.5 each reference to a clause or schedule is a reference to a clause or schedule of this Deed;
- 1.2.6 words importing the singular shall include the plural and vice versa;
- 1.2.7 words importing one gender will be treated as importing any gender;
- 1.2.8 a reference to any person includes that person's successors and (in the case of the Lender only) its permitted assignees and transferees;
- 1.2.9 a reference to any person is to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any agency of a state, whether or not a separate legal entity;
- 1.2.10 the words "**include**", "**including**", "**In particular**" and any similar expression shall not be construed as implying any limitation, and general words introduced by "**other**", "**otherwise**" or any similar expression will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class, of acts, matters or things; and
- 1.2.11 in the event of any conflict between the terms of the Principal Agreement and the terms of this Deed, the terms of the Principal Agreement shall prevail.

1.3 **Enterprise Act 2002**

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the Floating Charge created by this Deed.

1.4 **Effect of this Deed**

This Deed is intended to take effect as a deed notwithstanding that a Party may have executed it under hand only.

1.5 **Priority Deed**

The provisions of this Deed are subject to the terms of the Priority Deed.

2. **Covenant to pay**

The Company covenants that it will pay to the Lender or discharge all Secured Liabilities on the due date or dates for payment or discharge or, in the absence of any agreed or specified due dates, immediately on demand by the Lender.

3. Grant of security

3.1 Security

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee hereby:

- 3.1.1 charges to the Lender by way of first legal mortgage, all Properties which are currently owned by the Company; and
- 3.1.2 charges to the Lender by way of first fixed charge:
 - 3.1.2.1 all Properties hereafter acquired by the Company;
 - 3.1.2.2 the Securities;
 - 3.1.2.3 all present and future rights, licences, guarantees, contracts and warranties relating to the business carried on from time to time by the Company or any of the assets of the Company from time to time;
 - 3.1.2.4 all present and future goodwill of the Company and all uncalled capital for the time being of the Company;
 - 3.1.2.5 the Equipment;
 - 3.1.2.6 all Intellectual Property; and
 - 3.1.2.7 the Debts; and
- 3.1.3 assigns to the Lender (subject to reassignment on the expiry of the Security Period) all right, title and interest of the Company in and to the Insurance Policies; and
- 3.1.4 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Company from time to time including any property, assets and rights not effectively mortgaged or charged by fixed charge or assigned pursuant to clauses 3.1.1, 3.1.2 and 3.1.3.

3.2 Effect of assignment

Notwithstanding the assignment in clause 3.1.3 the Company will remain liable to perform all the obligations to be performed on the part of the Company in respect of the assets assigned and the Lender shall have no obligation of any kind in respect of those assets nor any liability to perform the Company's obligations thereunder, unless the Lender expressly agrees otherwise in writing. The Company will indemnify the Lender in respect of all liabilities which the Lender may incur in respect of the assets assigned under clause 3.1.3.

3.3 Crystallisation of floating charge by notice

Without prejudice to any other circumstances in which such floating charge may crystallise, the Lender may at any time and from time to time by written notice to the

Company convert the floating charge created by this Deed into a fixed charge in respect of any part of the Charged Assets.

3.4 Automatic crystallisation of floating charge

Notwithstanding clause 3.3 (*Crystallisation of floating charge by notice*) and without prejudice to any law which may have a similar effect, the floating charge created by this Deed will upon the occurrence of an Enforcement event automatically be converted (without notice) with immediate effect into a fixed charge in respect of all the assets subject to the floating charge.

3.5 Effect of crystallisation of floating charge

Following any conversion or crystallisation of the floating charge created by this Deed, whether or not pursuant to clause 3.3 (*Crystallisation of floating charge by notice*) or clause 3.4 (*Automatic crystallisation of floating charge*), the Company will no longer have the right to sell the relevant Charged Assets pursuant to clause 4.2 (*Security Interests and disposals*).

3.6 Priority

The charges and assignments created by this Deed:

3.6.1 rank subject to the terms of the Priority Deed as first charges and assignments; and

3.6.2 are given with full title guarantee.

3.7 Title documents

The Company will on request by the Lender deposit with the Lender and the Lender will during the continuance of this security be entitled to hold all deeds and documents of title relating to the Charged Assets and all Insurance Policies.

4. Security Interests and disposals

The Company covenants with the Lender that the Company will not at any time, except with the prior written consent of the Lender:

4.1 create or purport to create or permit to subsist any Security Interest on or in relation to the Charged Assets other than this Deed and the Prior Security;

4.2 sell, assign, transfer, lease, licence, share occupation of part with possession of or otherwise dispose of all or any part of the Charged Assets or any interest therein, except (in the case of the Charged Assets which are at that time subject only to a floating charge) by way of sale in the ordinary course of the Company's business and for the purpose of carrying on that business; or

4.3 agree to do any of the things referred to in clause 4.1 or 4.2.

5. Covenants relating to the Charged Assets

5.1 Properties

The Company will:

- 5.1.1 keep all buildings on each Property and all fixtures belonging to the Company thereon and therein in good and substantial repair and condition and insured to their full reinstatement value;
- 5.1.2 not without the prior written consent of the Lender make any material alterations to any Property or carry out any development thereon;
- 5.1.3 observe and perform all covenants, stipulations and conditions to which each Property or the user thereof is now or may hereafter be subject;
- 5.1.4 permit the Lender and any Receiver and any person appointed by either of them to enter upon any Property and inspect it and any other Charged Assets thereon upon reasonable prior notice.

5.2 Securities

The Company will exercise all rights in connection with the Securities in accordance with the directions of the Lender from time to time.

5.3 Debts and Insurances

The Company will:

- 5.3.1 not without the prior written consent of the Lender release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as hereinafter expressly provided;
- 5.3.2 pay the proceeds of the Debts into the account maintained by the Company with its bankers from time to time;
- 5.3.3 ensure that the interest of the Lender is noted on all Insurance Policies and, if requested, produce to the Lender copies of all Insurance Policies and evidence of payment of premiums in respect thereof.

5.4 Equipment

The Company will maintain the Equipment in good and serviceable condition (fair wear and tear excepted) and keep it insured against usual business risks for its full reinstatement or replacement value.

5.5 Intellectual Property

The Company will take all necessary action to safeguard and maintain present and future rights, in or relating to the Intellectual Property including, without limitation, observing all covenants and stipulations relating thereto, applying for registration

thereof and paying all applicable renewal fees, licence fees and other outgoings, and taking action against any third parties for the unauthorised use or exploitation thereof.

5.6 Authorisations

The Company will at all times acquire and maintain all Authorisations and will comply with their terms and conditions and will not do or permit any act or omission whereby any Authorisation would be liable to be varied or revoked.

5.7 Preservation of Charged Assets

The Company will not do, or permit to be done, any act or thing which will or might materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed.

5.8 Information and notices

The Company will:

5.8.1 produce to the Lender such documents or information relating to the Charged Assets as the Lender may from time to time reasonably request and promptly deliver to the Lender a copy of any notice, order or proceedings served by any person on the Company concerning any Charged Assets, or alleging any breach by the Company of its obligations relating to the Charged Assets;

5.8.2 if requested by the Lender, without delay and at its own cost take all reasonable or necessary steps to comply with any notice, order or proceedings referred to in clause 5.8.1;

5.8.3 at the request of the Lender, without delay and at its own cost give notice to such persons, and in such form, specified by the Lender of the security created by this Deed.

6. Power to remedy

6.1 Power to remedy

If the Company at any time defaults in complying with any of its obligations contained in this Deed, the Lender shall, without prejudice to any other rights arising as a consequence of such default, be entitled to make good such default and the Company irrevocably authorises the Lender and its employees and agents by way of security to do all such things necessary or desirable in connection with the same.

6.2 Expenditure

Any moneys expended by the Lender pursuant to exercise of its powers under clause 6.1 shall be repayable by the Company to the Lender on demand together with interest at the Default Rate from the date of payment by the Lender until such repayment, both before and after judgment.

6.3 No liability to account

The exercise by the Lender of its rights under this clause 6 shall not make the Lender liable to account as a mortgagee in possession.

7. Enforcement

7.1 Enforcement

At any time on or after the occurrence of an Enforcement Event, or if requested by the Company, the Lender may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925, as varied or extended by this Deed, and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

7.2 Statutory power of sale

The statutory power of sale shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this Deed, provided that the Lender will not exercise such power of sale until the security constituted by this Deed has become enforceable pursuant to clause 7.1.

7.3 Extension of statutory powers

The Lender shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

7.4 No obligation to enquire

No person dealing with the Lender or any Administrator or Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire whether the security constituted by this Deed has become enforceable, or whether any power exercised or purported to be exercised has become exercisable, and such dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly.

7.5 No liability as mortgagee in possession

None of the Lender, the Administrator or the Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

7.6 Appropriation

7.6.1 To the extent that the Charged Assets constitute Financial Collateral and this Deed and the obligations of the Company hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time

after the security constituted this Deed has become enforceable, to appropriate all or any of the Charged Assets in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine.

- 7.6.2 The value of any Charged Assets appropriated in accordance with this clause 7.6 shall be the price of those Charged Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Company agrees that the methods of valuation provided for in this clause 7.6 are commercially reasonable for the purposes of the Financial Collateral Regulations.

8. Administrator or Receiver

8.1 Appointment of Administrator or Receiver

At any time after the security constituted by this Deed becomes enforceable, or at the request of the Company, the Lender may without further notice:

- 8.1.1 appoint under seal or by writing under hand of a duly authorised officer of the Lender any one or more person or persons to be an Administrator or a Receiver of all or any part of the Charged Assets (the expressions Administrator and Receiver shall, where the context so admits, include any person substituted as Administrator or Receiver or Receiver and manager or administrative Receiver under the power hereinafter contained); and
- 8.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time under seal or by writing under hand of a duly authorised officer of the Lender remove any person appointed to be Administrator or Receiver and may in like manner appoint another in his place.

8.2 More than one appointment

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Lender specifies to the contrary).

8.3 Additional powers

- 8.3.1 The powers of sale and appointing an Administrator or a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986 and the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise; and
- 8.3.2 The power to appoint an Administrator or a Receiver (whether conferred by this Deed or by statute) shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

8.4 Receiver as agent of the Company

Any Receiver appointed by the Lender under this Deed shall be the agent of the Company and the Company will be solely responsible for his acts and remuneration as well as for any defaults committed by him.

9. Powers of Receiver

Any Receiver appointed by the Lender under this Deed shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Assets over which such Receiver is appointed, and in particular (but without limitation):

- 9.1 to take possession of and generally manage the Charged Assets and any business of the Company;
- 9.2 to carry out on any Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or Equipment;
- 9.3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;
- 9.4 to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with or dispose of the Properties without restriction including (without limitation) power to dispose of any fixtures separately from the land;
- 9.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company;
- 9.6 to take continue or defend any proceedings and enter into any arrangement or compromise;
- 9.7 to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- 9.8 to call up any uncalled capital of the Company with all the powers conferred by the Articles of Association of the Company in relation to calls;
- 9.9 to employ advisers, consultants, managers, agents, workmen and others;
- 9.10 to delegate his powers in accordance with clause 19;
- 9.11 to purchase or acquire materials, tools, Equipment, goods or supplies;
- 9.12 to borrow any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of any of his powers; and
- 9.13 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or otherwise expedient for the realisation of the Charged Assets.

10. Application of proceeds

10.1 Order of application

All moneys received by the Lender or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Lender in its absolute discretion may from time to time conclusively determine, except that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine and the Receiver may retain the same for such period as he and the Lender consider expedient.

10.2 Section 109(8) Law of Property Act 1925

Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

11. Indemnities

11.1 Costs and expenses

The Company will, on demand and on a full and unqualified indemnity basis, pay to the Lender the amount of all costs and expenses (including legal and out-of-pocket expenses and any value added tax on such costs and expenses) which the Lender and/or any Receiver incurs in connection with:

- 11.1.1 any actual or proposed amendment or waiver or consent under or in connection with this Deed;
- 11.1.2 any discharge, release or reassignment of this Deed;
- 11.1.3 the actual or attempted preservation or exercise of any rights under or in connection with, and the actual or attempted enforcement of, this Deed;
- 11.1.4 obtaining payment of any of the Secured Liabilities; and
- 11.1.5 all other moneys paid by the Lender in connection with this Deed including (without limitation) any costs, charges and expenses specifically referred to in any of the provisions in this Deed.

11.2 Recovery of costs and expenses

The costs, expenses and other monies referred to in clause 11.1 shall be recoverable from the Company as a debt and shall bear interest accordingly at the Default Rate and shall be charged on the Charged Assets.

11.3 Indemnity from Charged Assets

The Lender and any Receiver, attorney, agent or other person appointed by the Lender under this Deed and the officers and employees of the Lender and any such Receiver, attorney, agent or other person (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Charged Assets in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:

11.3.1 anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed; or

11.3.2 any breach by the Company of any of its obligations under this Deed; or

11.3.3 any claim made or asserted against an Indemnified Party under any Relevant Legislation which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

12. Power of attorney

12.1 Power of attorney

The Company hereby irrevocably appoints the Lender and (jointly and severally) each and every Receiver appointed by the Lender under the provisions of this Deed to be the attorney of the Company and in the name and on behalf of the Company and as the Company's act and deed or otherwise, to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act which such Receiver or the Lender may consider expedient in the exercise of any of his or its powers or in respect of the Company's obligations under this Deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

12.2 Confirmation

The Company covenants with the Lender and with any Receiver that if required to do so it shall ratify and confirm:

12.2.1 all transactions entered into by the Lender and/or any Receiver in the proper exercise of its or their powers in accordance with this Deed; and

12.2.2 all transactions entered into by the Lender and/or any Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

13. Independent and continuing security

13.1 Independent security

This Deed shall be in addition to and independent of every other security, guarantee or other right or remedy held by or available to the Lender for any of the Secured Liabilities or in respect of the Charged Assets, and it is hereby declared that no such other security, guarantee or other right or remedy shall merge in the security created by this Deed.

13.2 Continuing security

This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, until the expiry of the Security Period.

14. Further assurance

14.1 Further assurance

The Company will, if and when required by the Lender:

14.1.1 execute such further Security Interests and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to perfect or protect the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same; and

14.1.2 affix to such items of the Charged Assets or endorse or cause to be endorsed thereon as the Lender shall stipulate such signs, labels, memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to this Deed.

14.2 Certain documentary requirements

Such further Security Interests and assurances shall be prepared by or on behalf of the Lender, at the expense of the Company, and shall contain an immediate power of sale without notice, a clause excluding Section 93 of the Law of Property Act 1925, a clause excluding the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Lender as it may reasonably require.

15. Indulgence

The Lender may in its discretion without prejudice either to this Deed or to the liability of the Company for the Secured Liabilities grant time or other indulgence or make any other arrangement, variation or release with any person or persons not party to this Deed (whether or not such person or persons are jointly liable with the Company) in respect of any of the Secured Liabilities or of any other security therefor.

16. Demands and notice

Any demand for payment and any other demand, notice, consent or communication made or given on or to the Company under or in connection with this Deed may be left at the registered office or any place of business of the Company or sent there by first class post. Any such demand shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities. In proving service of a document it shall be sufficient to prove that it was left at the relevant location or that it was properly addressed, stamped and posted. Any demand or notice shall be deemed given, if left at the relevant address when so left and if sent by post, when it would be delivered in the normal course of post.

17. Rights cumulative

17.1 Rights cumulative

The rights and powers which this Deed confers on the Lender are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.

17.2 Waiver

17.2.1 The rights of the Lender (whether arising under this Deed or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing.

17.2.2 No failure to exercise nor any delay in exercising any such right shall operate as a variation or waiver of that or any other such right. Any defective or partial exercise of any such right shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude the Lender from exercising any such right or constitute a suspension or variation of any such right.

18. Consolidation

The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 shall not apply to this Deed.

19. Delegation

The Lender and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made upon the terms (including power to sub delegate) and subject to any regulations which the Lender or such Receiver (as the case may be) may think fit. Neither the Lender nor any Receiver will be in any way liable or responsible to the Company for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub delegate.

20. Partial invalidity

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

21. Transfers

21.1 Transfer by the Lender

The Lender may without restriction assign, transfer or declare a trust in respect of the whole or any part of its rights and obligations under or in respect of this Deed.

21.2 Transfer by the Company

The Company may not assign or transfer any of its rights and obligations under or in respect of this Deed or enter into any transaction which would result in any of those rights and obligations passing to another person.

22. Third party rights

22.1 Parties to this Deed

22.1.1 Save as permitted in the Principal Agreement or this Deed, a person who is not a Party to this Deed has no rights under the Third Parties Act to enforce any term of this Deed. This clause 22 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Third Parties Act.

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

22.2 Receivers and delegates

Any Receiver and any delegate appointed under clause 19 may enforce and enjoy the benefit of any term of this Deed which expressly confers rights on it, subject to clause 22.1.2 above and the provisions of the Third Parties Act.

23. Counterparts

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 this Deed.

24. Governing law and jurisdiction

This Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law and the Company irrevocably submits to the non-exclusive jurisdiction of the English courts.

In witness of which this Deed has been executed and delivered on the date first stated.

EXECUTION PAGE

EXECUTED (but not delivered until the date hereof) as a **DEED** by **B. DUGDALE & SON LIMITED** acting by a director in the presence of:

WITNESS

Signature:

Name:

Address:

Occupation:

SIGNED by **ADAM TICKLE** in the presence of:

WITNESS

Name:

Signature:

Name:

Address:

SIGNED by **ALICE TICKLE** in the presence of:

WITNESS

Name:

Signature:

Name:

Address:

SIGNED by **MATTHEW TICKLE** in the
presence of:

WITNESS

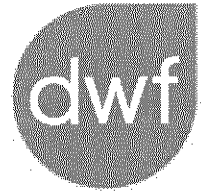
Name:

Signature:

Name:

Address:

.....



25 August

2017

(1) **B. DUGDALE & SON LIMITED**
as the Company

and

(2) **ADAM TICKLE, ALISON TICKLE AND MATTHEW TICKLE**
as the Lender

DEBENTURE

**DWF LLP
5 St Paul's Square
Old Hall Street
Liverpool
L3 9AE**

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THIS DEBENTURE is made by deed on

25 August

2017

BETWEEN

- (1) **B. DUGDALE & SON LIMITED** a company incorporated in England and Wales (company number 04635359) whose registered office is at Bellman Mill, Salthill, Clitheroe, Lancashire BB7 1QW (the "**Company**");
- (2) **ADAM TICKLE, ALISON TICKLE and MATTHEW TICKLE** each care of Heysome House Farm Crank Hill St Helens Merseyside WA11 7SF (together, the "**Lender**").

TERMS AGREED

1. Definitions and interpretation

1.1 In this Deed the following definitions apply:

"Administrator"	an administrator for the purposes of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002);
"Authorisation"	an authorisation, approval, consent, licence, permit, exemption, registration or filing necessary or desirable for the ownership, use or enjoyment of the Charged Assets or the validity or effectiveness of this Deed or its admissibility in evidence in England and Wales;
"Business Day"	a day (other than a Saturday or Sunday) on which banks are open for general business in London;
"Charged Assets"	all the assets of the Company which are from time to time subject to the security interests created by this Deed and references to the charged assets shall be interpreted to mean both the whole and any part of such assets and any interest therein;
"Debts"	all book debts, other debts, receivables and liabilities of any kind whatsoever now or at any time hereafter (and from time to time) due, owing or payable to the Company including without limitation all monies from time to time standing to the credit of its accounts with any bank, financial institution or other person;
"Default Rate"	the rate of 4% per annum above the base rate of Barclays Bank PLC from time to time;
"Enforcement Event"	the occurrence of any of the following events or circumstances: (a) the Company fails to pay or discharge any of the Secured Liabilities when due for payment or

discharge;

- (b) the Company breaches any of the provisions of this Deed;
- (c) the Company is or becomes unable to pay its Debts as they fall due or the value of the Company's assets is less than the amount of its liabilities taking into account the Company's contingent and prospective liabilities, or the Company commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of, or a composition with, its creditors;
- (d) the Company passes any resolution or takes any corporate action, or a petition is presented or proceedings are commenced, or any step is taken by the Company or any other person for its winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrative receiver, Administrator, trustee or similar officer of it or of any or all of its revenues or assets;
- (e) a distress, execution, attachment or other legal process is levied, or enforced on or sued against, all or any part of the assets of the Company and remains undischarged for five Business Days;
- (f) an encumbrancer takes possession of the whole or any part of the revenues or assets of the Company; or
- (g) any event occurs as set out under clause 3.8 of the Principal Agreement; or
- (h) any event occurs in relation to the Company which is analogous to any of those set out in paragraphs (a) to (g) above.

"Equipment"

all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property now or at any time hereafter (and from time to time) owned by the Company, and any part thereof, together with all spare parts, replacements, modifications and additions

	thereto;
"Financial Collateral"	has the meaning given to that expression in the Financial Collateral Regulations;
"Financial Collateral Regulations"	the Financial Collateral Arrangements (No. 2) Regulations 2003;
"Insurance Policies"	all present and future policies of insurance or assurance held or maintained by the Company (including in respect of the Charged Assets) and all claims and recoveries under those policies;
"Intellectual Property"	any present or future rights or interests of the Company in respect of any patent, trade mark, service mark, trade name, registered design, design rights, copyrights, know how and any other rights in intellectual property whether registered or unregistered and any registration or application for registration including all present and future fees, royalties and other income or rights derived therefrom or incidental thereto and including the benefit of all present and future agreements relating to the use of a licensing or exploitation of any such rights;
"Party"	a "Party" to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative;
"Principal Agreement"	the share purchase agreement in respect of 100% of the issued share capital of B Tickle & Sons Limited dated on or around the date of this Deed and made between the Lender and the Company;
"Prior Security"	the guarantee and debenture dated 7 August 2017 and made between the Company and Barclays Bank PLC;
"Priority Deed"	the deed of priority dated on or around the date of this Deed and made between the Lender, Barclays Bank PLC and the Company;
"Properties"	all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or at any time hereafter (and from time to time) owned by the Company or in which the Company holds an interest and "Property" means any of them;
"Receiver"	a receiver or receiver and manager or, where permitted by law, an administrative receiver of the whole or any part of the Charged Assets and that term will include any appointee made under a joint and/or several

	appointment;
"Relevant Legislation"	all laws, directions, regulations, codes of practice, guidance notes, circulars and the like concerning the protection of the environment, human health or working conditions at any Property, or the actual or proposed use or development of any Property;
"Secured Liabilities"	the obligations and liabilities due, owing or incurred from or by the Company to the Lender under the Principal Agreement (and references to the Secured Liabilities include any of them);
"Securities"	all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) now or at any time hereafter (and from time to time) owned (at law or in equity) by the Company, together with all allotments offered or arising in respect thereof or incidental thereto;
"Security Financial Collateral Arrangement"	has the meaning given to that expression in the Financial Collateral Regulations;
"Security Interest"	a mortgage, charge, 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;
"Security Period"	the period from the date of this Deed until the Lender confirms in writing to the Company that all the secured liabilities have been unconditionally and irrevocably paid and discharged in full;
"Third Parties Act"	the Contracts (Rights of Third Parties) Act 1999.

1.2 In this Deed, unless the context otherwise requires:

- 1.2.1 each reference to this Deed, the Principal Agreement or any other agreement or instrument is a reference to this Deed, the Principal Agreement or such other agreement or instrument as amended, novated, replaced, restated, supplemented or varied from time to time;
- 1.2.2 each reference to a provision of law is a reference to that provision as amended, replaced or re-enacted from time to time;
- 1.2.3 any grant of rights for full title guarantee shall be deemed to contain all of the covenants and warranties implied in respect of any conveyance with full title guarantee pursuant to section 1(2) of the Law of Property (Miscellaneous Provisions) Act 1994;

- 1.2.4 clause and schedule headings are for ease of reference only;
- 1.2.5 each reference to a clause or schedule is a reference to a clause or schedule of this Deed;
- 1.2.6 words importing the singular shall include the plural and vice versa;
- 1.2.7 words importing one gender will be treated as importing any gender;
- 1.2.8 a reference to any person includes that person's successors and (in the case of the Lender only) its permitted assignees and transferees;
- 1.2.9 a reference to any person is to be construed to include references to a corporation, firm, company, partnership, joint venture, unincorporated body of persons, individual or any agency of a state, whether or not a separate legal entity;
- 1.2.10 the words "**include**", "**including**", "**in particular**" and any similar expression shall not be construed as implying any limitation, and general words introduced by "**other**", "**otherwise**" or any similar expression will not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class, of acts, matters or things; and
- 1.2.11 in the event of any conflict between the terms of the Principal Agreement and the terms of this Deed, the terms of the Principal Agreement shall prevail.

1.3 Enterprise Act 2002

Paragraph 14 of Schedule B1 to the Insolvency Act 1986 (as inserted by section 248 of, and Schedule 16 to, the Enterprise Act 2002) applies to the Floating Charge created by this Deed.

1.4 Effect of this Deed

This Deed is intended to take effect as a deed notwithstanding that a Party may have executed it under hand only.

1.5 Priority Deed

The provisions of this Deed are subject to the terms of the Priority Deed.

2. Covenant to pay

The Company covenants that it will pay to the Lender or discharge all Secured Liabilities on the due date or dates for payment or discharge or, in the absence of any agreed or specified due dates, immediately on demand by the Lender.

3. Grant of security

3.1 Security

As a continuing security for the payment and discharge of the Secured Liabilities, the Company with full title guarantee hereby:

- 3.1.1 charges to the Lender by way of first legal mortgage, all Properties which are currently owned by the Company; and
- 3.1.2 charges to the Lender by way of first fixed charge:
 - 3.1.2.1 all Properties hereafter acquired by the Company;
 - 3.1.2.2 the Securities;
 - 3.1.2.3 all present and future rights, licences, guarantees, contracts and warranties relating to the business carried on from time to time by the Company or any of the assets of the Company from time to time;
 - 3.1.2.4 all present and future goodwill of the Company and all uncalled capital for the time being of the Company;
 - 3.1.2.5 the Equipment;
 - 3.1.2.6 all Intellectual Property; and
 - 3.1.2.7 the Debts; and
- 3.1.3 assigns to the Lender (subject to reassignment on the expiry of the Security Period) all right, title and interest of the Company in and to the Insurance Policies; and
- 3.1.4 charges to the Lender, by way of first floating charge, all the undertaking, property, assets and rights of the Company from time to time including any property, assets and rights not effectively mortgaged or charged by fixed charge or assigned pursuant to clauses 3.1.1, 3.1.2 and 3.1.3.

3.2 Effect of assignment

Notwithstanding the assignment in clause 3.1.3 the Company will remain liable to perform all the obligations to be performed on the part of the Company in respect of the assets assigned and the Lender shall have no obligation of any kind in respect of those assets nor any liability to perform the Company's obligations thereunder, unless the Lender expressly agrees otherwise in writing. The Company will indemnify the Lender in respect of all liabilities which the Lender may incur in respect of the assets assigned under clause 3.1.3.

3.3 Crystallisation of floating charge by notice

Without prejudice to any other circumstances in which such floating charge may crystallise, the Lender may at any time and from time to time by written notice to the Company convert the floating charge created by this Deed into a fixed charge in respect of any part of the Charged Assets.

3.4 Automatic crystallisation of floating charge

Notwithstanding clause 3.3 (*Crystallisation of floating charge by notice*) and without prejudice to any law which may have a similar effect, the floating charge created by this Deed will upon the occurrence of an Enforcement event automatically be converted (without notice) with immediate effect into a fixed charge in respect of all the assets subject to the floating charge.

3.5 Effect of crystallisation of floating charge

Following any conversion or crystallisation of the floating charge created by this Deed, whether or not pursuant to clause 3.3 (*Crystallisation of floating charge by notice*) or clause 3.4 (*Automatic crystallisation of floating charge*), the Company will no longer have the right to sell the relevant Charged Assets pursuant to clause 4.2 (*Security Interests and disposals*).

3.6 Priority

The charges and assignments created by this Deed:

3.6.1 rank subject to the terms of the Priority Deed as first charges and assignments; and

3.6.2 are given with full title guarantee.

3.7 Title documents

The Company will on request by the Lender deposit with the Lender and the Lender will during the continuance of this security be entitled to hold all deeds and documents of title relating to the Charged Assets and all Insurance Policies.

4. Security Interests and disposals

The Company covenants with the Lender that the Company will not at any time, except with the prior written consent of the Lender:

4.1 create or purport to create or permit to subsist any Security Interest on or in relation to the Charged Assets other than this Deed and the Prior Security;

4.2 sell, assign, transfer, lease, licence, share occupation of part with possession of or otherwise dispose of all or any part of the Charged Assets or any interest therein, except (in the case of the Charged Assets which are at that time subject only to a floating charge) by way of sale in the ordinary course of the Company's business and for the purpose of carrying on that business; or

4.3 agree to do any of the things referred to in clause 4.1 or 4.2.

5. Covenants relating to the Charged Assets

5.1 Properties

The Company will:

- 5.1.1 keep all buildings on each Property and all fixtures belonging to the Company thereon and therein in good and substantial repair and condition and insured to their full reinstatement value;
- 5.1.2 not without the prior written consent of the Lender make any material alterations to any Property or carry out any development thereon;
- 5.1.3 observe and perform all covenants, stipulations and conditions to which each Property or the user thereof is now or may hereafter be subject;
- 5.1.4 permit the Lender and any Receiver and any person appointed by either of them to enter upon any Property and inspect it and any other Charged Assets thereon upon reasonable prior notice.

5.2 Securities

The Company will exercise all rights in connection with the Securities in accordance with the directions of the Lender from time to time.

5.3 Debts and Insurances

The Company will:

- 5.3.1 not without the prior written consent of the Lender release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as hereinafter expressly provided;
- 5.3.2 pay the proceeds of the Debts into the account maintained by the Company with its bankers from time to time;
- 5.3.3 ensure that the interest of the Lender is noted on all Insurance Policies and, if requested, produce to the Lender copies of all Insurance Policies and evidence of payment of premiums in respect thereof.

5.4 Equipment

The Company will maintain the Equipment in good and serviceable condition (fair wear and tear excepted) and keep it insured against usual business risks for its full reinstatement or replacement value.

5.5 Intellectual Property

The Company will take all necessary action to safeguard and maintain present and future rights, in or relating to the Intellectual Property including, without limitation, observing all covenants and stipulations relating thereto, applying for registration thereof and paying all applicable renewal fees, licence fees and other outgoings, and taking action against any third parties for the unauthorised use or exploitation thereof.

5.6 Authorisations

The Company will at all times acquire and maintain all Authorisations and will comply with their terms and conditions and will not do or permit any act or omission whereby any Authorisation would be liable to be varied or revoked.

5.7 Preservation of Charged Assets

The Company will not do, or permit to be done, any act or thing which will or might materially diminish the value of any of the Charged Assets or the effectiveness of the security created by this Deed.

5.8 Information and notices

The Company will:

- 5.8.1 produce to the Lender such documents or information relating to the Charged Assets as the Lender may from time to time reasonably request and promptly deliver to the Lender a copy of any notice, order or proceedings served by any person on the Company concerning any Charged Assets, or alleging any breach by the Company of its obligations relating to the Charged Assets;
- 5.8.2 if requested by the Lender, without delay and at its own cost take all reasonable or necessary steps to comply with any notice, order or proceedings referred to in clause 5.8.1;
- 5.8.3 at the request of the Lender, without delay and at its own cost give notice to such persons, and in such form, specified by the Lender of the security created by this Deed.

6. Power to remedy

6.1 Power to remedy

If the Company at any time defaults in complying with any of its obligations contained in this Deed, the Lender shall, without prejudice to any other rights arising as a consequence of such default, be entitled to make good such default and the Company irrevocably authorises the Lender and its employees and agents by way of security to do all such things necessary or desirable in connection with the same.

6.2 Expenditure

Any moneys expended by the Lender pursuant to exercise of its powers under clause 6.1 shall be repayable by the Company to the Lender on demand together with interest at the Default Rate from the date of payment by the Lender until such repayment, both before and after judgment.

6.3 No liability to account

The exercise by the Lender of its rights under this clause 6 shall not make the Lender liable to account as a mortgagee in possession.

7. Enforcement

7.1 Enforcement

At any time on or after the occurrence of an Enforcement Event, or if requested by the Company, the Lender may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred upon mortgagees by the Law of Property Act 1925, as varied or extended by this Deed, and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference.

7.2 Statutory power of sale

The statutory power of sale shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this Deed, provided that the Lender will not exercise such power of sale until the security constituted by this Deed has become enforceable pursuant to clause 7.1.

7.3 Extension of statutory powers

The Lender shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Lender shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925.

7.4 No obligation to enquire

No person dealing with the Lender or any Administrator or Receiver appointed hereunder, or its agents or brokers, shall be concerned to enquire whether the security constituted by this Deed has become enforceable, or whether any power exercised or purported to be exercised has become exercisable, and such dealing shall be deemed to be within the powers hereby conferred and to be valid and effectual accordingly.

7.5 No liability as mortgagee in possession

None of the Lender, the Administrator or the Receiver shall be liable to account as mortgagee in possession in respect of all or any of the Charged Assets nor shall any of them be liable for any loss upon realisation of, or for any neglect or default of any nature whatsoever in connection with all or any of the Charged Assets for which a mortgagee in possession might as such be liable.

7.6 Appropriation

7.6.1 To the extent that the Charged Assets constitute Financial Collateral and this Deed and the obligations of the Company hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted this Deed has become enforceable, to appropriate all or any of the Charged Assets in or towards the payment and/or discharge of the Secured Liabilities in such order as the Lender in its absolute discretion may from time to time determine.

- 7.6.2 The value of any Charged Assets appropriated in accordance with this clause 7.6 shall be the price of those Charged Assets at the time the right of appropriation is exercised as listed on any recognised market index, or determined by such other method as the Lender may select (including independent valuation). The Company agrees that the methods of valuation provided for in this clause 7.6 are commercially reasonable for the purposes of the Financial Collateral Regulations.

8. Administrator or Receiver

8.1 Appointment of Administrator or Receiver

At any time after the security constituted by this Deed becomes enforceable, or at the request of the Company, the Lender may without further notice:

- 8.1.1 appoint under seal or by writing under hand of a duly authorised officer of the Lender any one or more person or persons to be an Administrator or a Receiver of all or any part of the Charged Assets (the expressions Administrator and Receiver shall, where the context so admits, include any person substituted as Administrator or Receiver or Receiver and manager or administrative Receiver under the power hereinafter contained); and
- 8.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time under seal or by writing under hand of a duly authorised officer of the Lender remove any person appointed to be Administrator or Receiver and may in like manner appoint another in his place.

8.2 More than one appointment

Where more than one person is appointed Administrator or Receiver, they will have power to act separately (unless the appointment by the Lender specifies to the contrary).

8.3 Additional powers

- 8.3.1 The powers of sale and appointing an Administrator or a Receiver conferred by this Deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986 and the Law of Property Act 1925 or otherwise and shall be exercisable without the restrictions contained in sections 103 and 109 of the Law of Property Act 1925 or otherwise; and
- 8.3.2 The power to appoint an Administrator or a Receiver (whether conferred by this Deed or by statute) shall be and remain exercisable by the Lender notwithstanding any prior appointment in respect of all or any part of the Charged Assets.

8.4 Receiver as agent of the Company

Any Receiver appointed by the Lender under this Deed shall be the agent of the Company and the Company will be solely responsible for his acts and remuneration as well as for any defaults committed by him.

9. Powers of Receiver

Any Receiver appointed by the Lender under this Deed shall in addition to the powers conferred on him by the Law of Property Act 1925 and the Insolvency Act 1986 have power to do all such acts and things as an absolute owner could do in the management of such of the Charged Assets over which such Receiver is appointed, and in particular (but without limitation):

- 9.1 to take possession of and generally manage the Charged Assets and any business of the Company;
- 9.2 to carry out on any Property any new works or complete any unfinished works of building, reconstruction, maintenance, furnishing or Equipment;
- 9.3 to purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land;
- 9.4 to sell, lease, surrender or accept surrenders of leases, charge or otherwise deal with or dispose of the Properties without restriction including (without limitation) power to dispose of any fixtures separately from the land;
- 9.5 to carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Company;
- 9.6 to take continue or defend any proceedings and enter into any arrangement or compromise;
- 9.7 to insure the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen;
- 9.8 to call up any uncalled capital of the Company with all the powers conferred by the Articles of Association of the Company in relation to calls;
- 9.9 to employ advisers, consultants, managers, agents, workmen and others;
- 9.10 to delegate his powers in accordance with clause 19;
- 9.11 to purchase or acquire materials, tools, Equipment, goods or supplies;
- 9.12 to borrow any money and secure the payment of any money in priority to the Secured Liabilities for the purpose of the exercise of any of his powers; and
- 9.13 to do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or otherwise expedient for the realisation of the Charged Assets.

10. Application of proceeds

10.1 Order of application

All moneys received by the Lender or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having

priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Lender in its absolute discretion may from time to time conclusively determine, except that the Lender may credit the same to a suspense account for so long and in such manner as the Lender may from time to time determine and the Receiver may retain the same for such period as he and the Lender consider expedient.

10.2 Section 109(8) Law of Property Act 1925

Neither the Lender nor any Receiver shall be bound (whether by virtue of section 109(8) of the Law of Property Act 1925, which is hereby varied accordingly, or otherwise) to pay or appropriate any receipt or payment first towards interest rather than principal or otherwise in any particular order as between any of the Secured Liabilities.

11. Indemnities

11.1 Costs and expenses

The Company will, on demand and on a full and unqualified indemnity basis, pay to the Lender the amount of all costs and expenses (including legal and out-of-pocket expenses and any value added tax on such costs and expenses) which the Lender and/or any Receiver incurs in connection with:

- 11.1.1 any actual or proposed amendment or waiver or consent under or in connection with this Deed;
- 11.1.2 any discharge, release or reassignment of this Deed;
- 11.1.3 the actual or attempted preservation or exercise of any rights under or in connection with, and the actual or attempted enforcement of, this Deed;
- 11.1.4 obtaining payment of any of the Secured Liabilities; and
- 11.1.5 all other moneys paid by the Lender in connection with this Deed including (without limitation) any costs, charges and expenses specifically referred to in any of the provisions in this Deed.

11.2 Recovery of costs and expenses

The costs, expenses and other monies referred to in clause 11.1 shall be recoverable from the Company as a debt and shall bear interest accordingly at the Default Rate and shall be charged on the Charged Assets.

11.3 Indemnity from Charged Assets

The Lender and any Receiver, attorney, agent or other person appointed by the Lender under this Deed and the officers and employees of the Lender and any such Receiver, attorney, agent or other person (each an "**Indemnified Party**") shall be entitled to be indemnified out of the Charged Assets in respect of all costs and losses which may be incurred by, or made against, any of them (or by or against any

manager, agent, officer or employee for whose liability, act or omission any of them may be answerable) at any time relating to or arising out of or as a consequence of:

11.3.1 anything done or omitted in the exercise, or purported exercise, of the powers contained in this Deed; or

11.3.2 any breach by the Company of any of its obligations under this Deed; or

11.3.3 any claim made or asserted against an Indemnified Party under any Relevant Legislation which would not have arisen if this Deed had not been executed and which was not caused by the gross negligence or wilful default of the relevant Indemnified Party.

12. Power of attorney

12.1 Power of attorney

The Company hereby irrevocably appoints the Lender and (jointly and severally) each and every Receiver appointed by the Lender under the provisions of this Deed to be the attorney of the Company and in the name and on behalf of the Company and as the Company's act and deed or otherwise, to sign, execute, seal, deliver, complete any blanks in and otherwise perfect any deed, transfer, assurance, agreement, instrument or act which such Receiver or the Lender may consider expedient in the exercise of any of his or its powers or in respect of the Company's obligations under this Deed. The power of attorney hereby granted is to secure the performance of obligations owed to the donees within the meaning of the Powers of Attorney Act 1971.

12.2 Confirmation

The Company covenants with the Lender and with any Receiver that if required to do so it shall ratify and confirm:

12.2.1 all transactions entered into by the Lender and/or any Receiver in the proper exercise of its or their powers in accordance with this Deed; and

12.2.2 all transactions entered into by the Lender and/or any Receiver in signing, sealing, delivering and otherwise perfecting any assignment, mortgage, charge, security, document or other act.

13. Independent and continuing security

13.1 Independent security

This Deed shall be in addition to and independent of every other security, guarantee or other right or remedy held by or available to the Lender for any of the Secured Liabilities or in respect of the Charged Assets, and it is hereby declared that no such other security, guarantee or other right or remedy shall merge in the security created by this Deed.

13.2 Continuing security

This Deed shall remain in full force and effect as a continuing security for the Secured Liabilities, notwithstanding any settlement of account or intermediate payment or other matter or thing whatsoever, until the expiry of the Security Period.

14. Further assurance

14.1 Further assurance

The Company will, if and when required by the Lender:

14.1.1 execute such further Security Interests and assurances in favour of the Lender and do all such acts and things as the Lender shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to perfect or protect the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same; and

14.1.2 affix to such items of the Charged Assets or endorse or cause to be endorsed thereon as the Lender shall stipulate such signs, labels, memoranda or other recognisable identification markings as the Lender shall require referring or drawing attention to the security constituted by or pursuant to this Deed.

14.2 Certain documentary requirements

Such further Security Interests and assurances shall be prepared by or on behalf of the Lender, at the expense of the Company, and shall contain an immediate power of sale without notice, a clause excluding Section 93 of the Law of Property Act 1925, a clause excluding the restrictions contained in section 103 of the Law of Property Act 1925 and such other clauses for the benefit of the Lender as it may reasonably require.

15. Indulgence

The Lender may in its discretion without prejudice either to this Deed or to the liability of the Company for the Secured Liabilities grant time or other indulgence or make any other arrangement, variation or release with any person or persons not party to this Deed (whether or not such person or persons are jointly liable with the Company) in respect of any of the Secured Liabilities or of any other security therefor.

16. Demands and notice

Any demand for payment and any other demand, notice, consent or communication made or given on or to the Company under or in connection with this Deed may be left at the registered office or any place of business of the Company or sent there by first class post. Any such demand shall be validly made whether or not it contains an accurate statement of the amount of the Secured Liabilities. In proving service of a document it shall be sufficient to prove that it was left at the relevant location or that it was properly addressed, stamped and posted. Any demand or notice shall be deemed given, if left at the relevant address when so left and if sent by post, when it would be delivered in the normal course of post.

17. Rights cumulative

17.1 Rights cumulative

The rights and powers which this Deed confers on the Lender are cumulative, may be exercised as often as the Lender considers appropriate, and are in addition to its rights and powers under the general law.

17.2 Waiver

17.2.1 The rights of the Lender (whether arising under this Deed or under the general law) shall not be capable of being waived or varied otherwise than by an express waiver or variation in writing.

17.2.2 No failure to exercise nor any delay in exercising any such right shall operate as a variation or waiver of that or any other such right. Any defective or partial exercise of any such right shall not preclude any other or further exercise of that or any other such right, and no act or course of conduct or negotiation on its part or on its behalf shall in any way preclude the Lender from exercising any such right or constitute a suspension or variation of any such right.

18. Consolidation

The restriction on the right of consolidating mortgages contained in section 93 of the Law of Property Act 1925 shall not apply to this Deed.

19. Delegation

The Lender and any Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed. Any such delegation may be made upon the terms (including power to sub delegate) and subject to any regulations which the Lender or such Receiver (as the case may be) may think fit. Neither the Lender nor any Receiver will be in any way liable or responsible to the Company for any loss or liability arising from any act, default, omission or misconduct on the part of any such delegate or sub delegate.

20. Partial invalidity

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

21. Transfers

21.1 Transfer by the Lender

The Lender may without restriction assign, transfer or declare a trust in respect of the whole or any part of its rights and obligations under or in respect of this Deed.

21.2 Transfer by the Company

The Company may not assign or transfer any of its rights and obligations under or in respect of this Deed or enter into any transaction which would result in any of those rights and obligations passing to another person.

22. Third party rights

22.1 Parties to this Deed

22.1.1 Save as permitted in the Principal Agreement or this Deed, a person who is not a Party to this Deed has no rights under the Third Parties Act to enforce any term of this Deed. This clause 22 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Third Parties Act.

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

22.2 Receivers and delegates

Any Receiver and any delegate appointed under clause 19 may enforce and enjoy the benefit of any term of this Deed which expressly confers rights on it, subject to clause 22.1.2 above and the provisions of the Third Parties Act.

23. Counterparts

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 this Deed.

24. Governing law and jurisdiction

This Deed, and any non-contractual obligations arising out of or in connection with it, shall be governed by and construed in accordance with English law and the Company irrevocably submits to the non-exclusive jurisdiction of the English courts.

In witness of which this Deed has been executed and delivered on the date first stated.

EXECUTION PAGE

EXECUTED (but not delivered until the date hereof) as a DEED by B. DUGDALE & SON LIMITED acting by a director in the presence of:

WITNESS

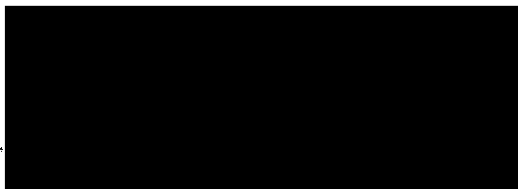
Signature:

Name:

Address:

Occupation:

SIGNED by ADAM TICKLE in the presence of:



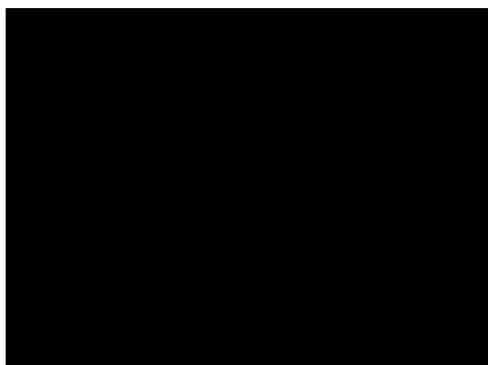
WITNESS

Name:

Signature:

Name:

Address:



SIGNED by ^{ALISON}~~ALICE~~ TICKLE in the presence of:



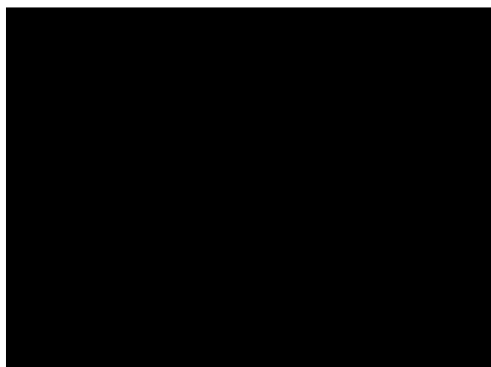
WITNESS

Name:

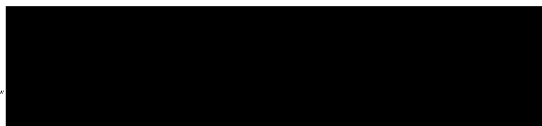
Signature:

Name:

Address:



SIGNED by **MATTHEW TICKLE** in the
presence of:



WITNESS

Name:

Signature:

Name:

Address:

