

MR01

Particulars of a charge

499747/23  
laserform



Go online to file this information  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

A fee is payable with this form  
Please see 'How to pay' on the last page

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

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



A11

\*A5CCDQOJ\*

30/07/2016

#171

COMPANIES HOUSE

JAL use

**1 Company details**

Company number ☒ 7 1 7 4 3 4 6

Company name in full 3L Care Limited

**Filing in this form**  
Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Charge creation date**

Charge creation date 2 0 7 2 0 1 6

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

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

Name ☒ Peter Alan Stock as trustee of The Peter Stock Life Interest

Settlement dated 1 July 1997

Name Suzanne Nicola Gauge as trustee of The Peter Stock Life Interest

☒ Settlement dated 1 July 1997

Name

Name

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

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

# MR01

## Particulars of a charge

4

### Brief description

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

Brief description

✓ All the property, assets and undertaking of the Chargor including the freehold property known as the Chapel Building, Wharton Road, Winsford CW7 3AD with title number CH366102 For more details please refer to the instrument

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

Please limit the description to the available space

5

### Other charge or fixed security

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

✓ ☒ Yes

☐ No

6

### Floating charge

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

✓ ☒ Yes Continue

☐ No Go to Section 7

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

☐ Yes

7

### Negative Pledge

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

✓ ☒ Yes

☐ No

8

### Trustee statement <sup>1</sup>

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

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

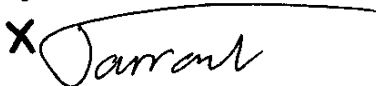
9

### Signature

Please sign the form here

Signature

Signature

✓ X 

X

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

# MR01

## Particulars of a charge



### Presenter information

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

Contact name Zaineb Sardar

Company name TLT LLP

Address 3 Hardman Square

Post town Manchester

County/Region

Postcode M 3 3 E B

Country

DX 14402 Manchester2

Telephone 0333 00 60000



### Certificate

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



### Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following

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



### Important information

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



### How to pay

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

Make cheques or postal orders payable to 'Companies House'



### Where to send

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

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

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

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



### Further information

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 7174346

Charge code: 0717 4346 0007

The Registrar of Companies for England and Wales hereby certifies that a charge dated 20th July 2016 and created by 3L CARE LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 30th July 2016.

Op

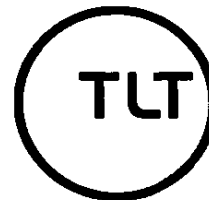
Given at Companies House, Cardiff on 4th August 2016



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES



## Debenture

- (1) 3L Care Limited as Chargor
- (2) Peter Alan Stock and Suzanne Nicola  
Gauge in their capacity as trustees of The  
Peter Stock 1997 Life Interest Settlement  
dated 1 July 1997 as Security Trustees

Dated 20 July

2016

WE CERTIFY THAT  
THIS IS A TRUE COPY  
OF ITS ORIGINAL

TLT

.....  
TLT LLP  
3 Hardman Square  
Manchester  
M3 3EB

3 Hardman Square  
Manchester M3 3EB  
T +44 (0)333 006 0700  
F +44 (0)333 006 0711  
DX 14402 Manchester 2

www.TLTsolicitors.com  
102P/LP12/093983/000005/32898593 2

## **Contents**

### **Clauses**

|    |                                     |    |
|----|-------------------------------------|----|
| 1  | Definitions and interpretation      | 2  |
| 2  | Secured liabilities                 | 6  |
| 3  | Security                            | 6  |
| 4  | Restrictions on dealing             | 7  |
| 5  | Floating charge                     | 8  |
| 6  | Insurance                           | 8  |
| 7  | Debts                               | 9  |
| 8  | Representations and Warranties      | 9  |
| 9  | Demand and enforcement              | 9  |
| 10 | Receivers and Administrators        | 10 |
| 11 | Power of attorney                   | 11 |
| 12 | Payment of monies                   | 12 |
| 13 | Protection of third parties         | 12 |
| 14 | Protection of the Security Trustees | 12 |
| 15 | Powers                              | 13 |
| 16 | Miscellaneous                       | 13 |

### **Schedules**

|   |               |    |
|---|---------------|----|
| 1 | Real Property | 16 |
|---|---------------|----|

This debenture is made the 20<sup>th</sup> day of July 2016

**Between:**

- (1) **3L Care Limited** (company number 07174346) whose address for service is 97 Alderley Road, Wilmslow, Cheshire SK9 1PT (**Chargor**), and
- (2) **Peter Alan Stock and Suzanne Nicola Gauge** in their capacity as trustees of The Peter Stock 1997 Life Interest Settlement dated 1 July 1997 and whose address for service is c/o Peter Alan Stock, 97 Alderley Road, Wilmslow, Cheshire SK9 1PT (the **Security Trustees**)

**Background.**

- (A) The Original Investor (as defined below) has agreed under the terms of the Investment Agreement (as defined below) to subscribe for preference and A shares in the Parent in accordance with the terms of the Investment Agreement and the Articles
- (B) The Chargor has agreed to provide the Investors (as defined below) with security in accordance with the terms of this debenture
- (C) The Chargor has entered or will enter into the Security Trust Deed (as defined below) pursuant to which the Chargor and the other parties thereto have agreed to regulate their rights in respect of the Secured Obligations (as defined below)

**It is agreed as follows**

**1 Definitions and interpretation**

1.1 In this debenture

|                       |  |
|-----------------------|--|
| <b>A Shares</b>       | has the meaning given to it in the Articles  |
| <b>Administrator</b>  | means an administrator appointed under this debenture in accordance with the Insolvency Act 1986   |
| <b>Articles</b>       | the new articles of association of the Parent adopted by the Parent on or around the date of this debenture  |
| <b>Beneficiaries</b>  | has the meaning given to it in the Security Trust Deed   |
| <b>Charged Assets</b> | means all the property, assets and undertaking of the Chargor which from time to time are, or are expressed to be, the subject of Encumbrances created in favour of the Security Trustees under this debenture |
| <b>Debts</b>          | means all book and other debts of the Chargor (present and future) and the benefit of all rights, securities or guarantees in respect of such book and other debts   |
| <b>Default Rate</b>   | means a rate of interest 2% (two per cent) above the highest rate of interest payable in respect of the Secured Obligations  |
| <b>Encumbrance</b>    | includes any mortgage, charge, (fixed or floating), pledge, hypothecation or lien and any other arrangement or interest (whether by way of assignment, trust, title retention or otherwise) which              |

has the effect of providing security (including, without limitation, the deposit of monies or property with a person with the intention of affording such person a right of set-off or lien)

|                             |   |
|-----------------------------|---|
| <b>Fixture</b>              | means all things of any kind now or at any time affixed on or in any Real Property (including trade and tenant fixtures and plant, machinery and equipment)   |
| <b>Group</b>                | shall have the meaning given to it in the Investment Agreement  |
| <b>Guarantee</b>            | means the guarantee and indemnity granted or to be granted by the Chargor in favour of the Security Trustees on or around the date of this debenture  |
| <b>Intercreditor Deed</b>   | means the intercreditor deed entered or to be entered into on or around the date of this debenture between the Chargor, the Parent, Clydesdale Bank PLC and the Security Trustees and any other intercreditor or priority arrangement entered into from time to time by the Chargor, the Security Trustees and any bank, financial institution, syndicate of lenders or other person providing loan, debt, credit or other facilities to the Chargor, the Parent and/or any other member of the Group from time to time |
| <b>Investment Agreement</b> | means the investment agreement dated on or around the date of this debenture and made between (1) the Parent (2) Marcus Tarrant, Juliette Tarrant and Allison Murphy and (3) Peter Alan Stock, Marion Stock, Suzanne Nicola Gauge and Rachel Louise Collister as trustees of The Peter Stock 1997 Life Interest Settlement dated 1 July 1997, The RMP Investment Partnership and Centurion Ventures   |
| <b>Investment Documents</b> | means the Investment Agreement, the Articles, the Relevant Preference Shares, the Relevant A Shares, the Security Trust Deed, the Security Documents, each Intercreditor Deed, this debenture and in each case any other document supplemental or ancillary thereto   |
| <b>Investors</b>            | means the Original Investor and the holders of all or any of the Relevant Preference Shares and/or all or any of the Relevant A Shares in the Parent from time to time  |



|                                   |  |
|-----------------------------------|--|
| <b>LPA</b>                        | means the Law of Property Act 1925   |
| <b>Obligor</b>                    | means the Chargor, the Parent and any other person (other than the Security Trustees) who is a party to a Security Document  |
| <b>Original Investor</b>          | Peter Alan Stock, Marion Stock, Suzanne Nicola Guage and Rachel Louise Collister as the trustees of The Peter Stock 1997 Life Interest Settlement dated 1 July 1997  |
| <b>Parent</b>                     | means 3L Care Holdings Limited (company number 10234039)   |
| <b>Parent Debenture</b>           | means the debenture granted or to be granted by the Parent in favour of the Security Trustees on or around the date of this debenture  |
| <b>Preference Dividend</b>        | has the meaning given to such term in the Articles   |
| <b>Preference Shares</b>          | has the meaning given to such term in the Articles   |
| <b>Premises</b>                   | means all buildings or other erections on or in any Real Property  |
| <b>Real Property</b>              | means any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated (including all freehold and leasehold property (present and future) and any Premises and Fixtures on land), and the benefit of any covenants or rights owed to any person or enforceable by virtue of the ownership, possession or occupation of land |
| <b>Receiver</b>                   | means a receiver, a receiver and manager or an administrative receiver appointed under this debenture in accordance with the Insolvency Act 1986 (including any plural and any substitute Receiver(s))   |
| <b>Relevant A Shares</b>          | means those A Shares in the Parent which are issued to or held by the Original Investor on the date of this debenture or are acquired or issued to the trustees of The Peter Stock 1997 Life Interest Settlement dated 1 July 1997 from time to time   |
| <b>Relevant Preference Shares</b> | means those Preference Shares in the Parent which are issued to or held by the Original Investor on the date of this debenture or are acquired or issued to the trustees of The Peter Stock 1997 Life Interest Settlement dated 1 July 1997 from time to time  |

|                            |   |
|----------------------------|---|
| <b>Secured Obligations</b> | means any and all monies, indebtedness and liabilities due, owing or payable by any Obligor to the Security Trustees and/or any Beneficiary from time to time under or in connection with the Investment Documents (including in relation to Relevant Preference Shares, Relevant A Shares and relevant Preference Dividends) whether actual or contingent, present or future, owed solely, jointly or severally and whether as principal, guarantor or surety together with all legal and other costs, charges and expenses and other payments incurred by the Security Trustees and/or any Beneficiary in relation to this debenture or in enforcing the security created by it on a full and unqualified indemnity basis |
| <b>Securities</b>          | means all shares, stock, warrants, debentures and other securities (certificated or uncertificated) or units in an account or balance (whether held in the name of the Chargor or by a nominee) of the Chargor (present and future) and all income and rights deriving from or attaching to the same  |
| <b>Security Documents</b>  | means this debenture, the Security Trust Deed, the Guarantee, the Parent Debenture and any and all other debentures, charges, guarantees and other security documents, guarantees or indemnities entered into by an Obligor or any other person from time to time to secure and/or guarantee monies, indebtedness and liabilities due, owing or payable by any Obligor to the Security Trustees and/or any Beneficiary from time to time  |
| <b>Security Trust Deed</b> | means the security trust deed dated on or about the date of this debenture and made between (1) the Chargor (2) the Parent (3) the Security Trustees and (4) the Original Investor  |

- 1 2 In this debenture references to
- 1 2 1 a reference to a person includes any individual, firm, company, corporation, body corporate, government, state or agency of a state or any association or partnership (whether or not having a separate legal personality),
- 1 2 2 the **Chargor**, the **Investors**, the **Beneficiaries** or the **Security Trustees** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees and, in the case of the Security Trustees, any person for the time being appointed as Security Trustee or Security Trustees in accordance with the Security Trust Deed,
- 1 2 3 words importing the singular shall include the plural and vice versa,
- 1 2 4 all references to statutes and other legislation shall include such statutes and other legislation as amended, modified, supplemented, re-enacted or replaced from time to time,

- 1 2 5 all references to clauses and schedules shall be construed as references to clauses of and schedules to this debenture,
- 1 2 6 the words including and in particular shall be construed as being by way of illustration or emphasis only and shall not be construed as nor shall they take effect as limiting the generality of any foregoing words, and
- 1 2 7 this debenture or to a provision of this debenture, or any other document or instrument (including the Articles) are references to it as amended, varied, supplemented, extended, replaced, restated or novated, whether before the date of this debenture or otherwise
- 1 3 The terms of this debenture are subject to the Intercreditor Deed entered into on or around the date of this debenture
- 2 Secured liabilities**
- The Chargor covenants with the Security Trustees as trustees for the Beneficiaries to pay on demand
- 2 1 the Secured Obligations as and when they fall due, and
- 2 2 interest on any sums so demanded from the date on which they become due until payment (both before and after any judgment) at the Default Rate
- 3 Security**
- As a continuing security for the discharge and payment of the Secured Obligations and with full title guarantee, the Chargor charges to the Security Trustees as trustees for the Beneficiaries
- 3 1 by way of legal mortgage all Real Property now vested in or charged to the Chargor (including the Real Property detailed in the Schedule to this debenture), together in each case with
- 3 1 1 any Premises and Fixtures on or in that property,
- 3 1 2 the proceeds of sale of that property, and
- 3 1 3 the benefit of any covenants or rights attaching to that property,
- 3 2 to the extent not subject to the legal mortgage under clause 3 1, by way of fixed equitable charge all its present and future interest in any Real Property vested in or charged to the Chargor, together (in each case) with
- 3 2 1 any Premises and Fixtures on or in that property,
- 3 2 2 the proceeds of sale of that property, and
- 3 2 3 the benefit of any covenants or rights attaching to that property,
- 3 3 by way of separate fixed charges
- 3 3 1 all rents received or receivable from any lease, licence or other occupational interest granted out of any Real Property,
- 3 3 2 the benefit of all covenants and rights relating to the Real Property and the benefit of all easements serving or relating to such property,
- 3 3 3 all fixtures and fittings from time to time attached to any Real Property to the extent that they are not subject to a charge under clauses 3 1 or 3 2 1,

- 3 3 4 all the plant, machinery, vehicles and computer equipment of the Chargor (present and future) not regularly disposed of in the ordinary course of business together with all right, title and interest of the Chargor under any agreements relating to the purchase, lease, hire purchase or maintenance of the same,
- 3 3 5 all furniture, furnishings, equipment, tools and other chattels of the Chargor (present and future) not regularly disposed of in the ordinary course of business together with all right, title and interest of the Chargor under any agreements relating to the purchase, lease or hire-purchase of the same,
- 3 3 6 the benefit of all licences, consents and authorisations held or utilised by the Chargor (present and future) in connection with its business or the use of any of its assets,
- 3 3 7 all the goodwill and uncalled capital of the Chargor (present and future),
- 3 3 8 all the Securities,
- 3 3 9 all intellectual property rights (including, without limitation, contract rights in patents, inventions, copyrights, design rights, trademarks, service marks, database rights, confidential information, know-how, domain names and business names) of the Chargor (present and future),
- 3 3 10 all funds standing to the credit of the Chargor from time to time on any account with any financial institution,
- 3 3 11 all negotiable instruments at any time drawn, issued or endorsed in favour of, or held by or on behalf of, the Chargor,
- 3 3 12 the proceeds of each policy of insurance (present and future) issued in relation to the Charged Assets,
- 3 4 by way of floating charge
  - 3 4 1 all the Debts and the proceeds of payment or realisation of each of them, and
  - 3 4 2 all the undertaking and all the property, assets and rights of the Chargor (present and future) wherever situate, not from time to time subject to a mortgage or fixed charge under this debenture

#### **4 Restrictions on dealing**

- 4 1 While this debenture continues in force, the Chargor will not without the prior written consent of the Security Trustees (such consent not to be unreasonably withheld or delayed in the cases of clauses 4 1 2 to 4 1 4)
  - 4 1 1 (except in favour of the Security Trustees) create or permit to arise any Encumbrance affecting any of the Charged Assets,
  - 4 1 2 dispose of any of the Charged Assets charged by clauses 3 1 to 3 3 12 inclusive or, following conversion of the floating charge created by clause 3 4 to a fixed charge, the Charged Assets charged by clause 3 4 (save where the Charged Asset disposed of is replaced with another item of equivalent value),
  - 4 1 3 dispose of the Charged Assets charged by clause 3 4 other than in the ordinary course of business while the floating charge remains uncrystallised, or

- 4 1 4 grant or accept a surrender of, or vary, any lease or licence of, or part with or share possession or occupation of, the Real Property or reduce any sum payable under them or enter into any onerous or restrictive obligations affecting the Real Property or consent to any assignment or underletting of any interest in the Real Property
- 4 2 If the Security Trustees consent to the creation of a mortgage or charge on the Charged Assets they shall be entitled to require a priority agreement or deed with the mortgagee or chargee. In the case of registered land this will require registration and will be a public document
- 4 3 The Chargor applies and agrees that the Security Trustees may apply for a restriction to be entered on the register of any Real Property (whether owned now or in the future by the Chargor) which is registered land that no disposition of the registered estate by the proprietor(s) of the registered estate or by the proprietor(s) of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge created by this debenture in favour of the Security Trustees referred to in the charges register (a Form P restriction)
- 5 Floating charge**
- 5 1 The Security Trustees may at any time after it has made demand for the Secured Obligations by written notice to the Chargor convert the floating charge created by this debenture into a fixed charge as regards any of the Charged Assets specified in the notice
- 5 2 The floating charge created by this debenture will be automatically converted to a fixed charge
- 5 2 1 in respect of any of the Charged Assets which shall become subject to a fixed charge in favour of any other person or to a disposition contrary to the provisions of clause 4 immediately upon such charge or disposition,
- 5 2 2 in respect of all the Charged Assets if and when the Chargor shall cease to carry on business or to be a going concern,
- 5 2 3 any step is taken (including the presentation of a petition, the passing of a resolution or the making of an application) to appoint a liquidator, provisional liquidator, Administrator or Receiver in respect of the Chargor, over all or any part of its assets, or if such person is appointed, and/or
- 5 2 4 if any person levies or attempts to levy any distress, execution or other process against any of the Charged Assets
- 5 3 Paragraph 14 of Schedule B1 of the Insolvency Act 1986 shall apply to this debenture and this debenture is a qualifying floating charge for the purposes of that schedule
- 6 Insurance**
- 6 1 Except where insured by the lessor of any Real Property, the Chargor will maintain with reputable insurance companies or underwriters all such insurances as are normally maintained by prudent companies carrying on similar businesses to the Chargor (provided always that such insurances are available at a commercially reasonable premium)
- 6 2 Any insurance must be in a sum or sums not less than the replacement value of the Charged Assets. For this purpose, "replacement value" means the total cost of rebuilding, reinstating or replacing those Charged Assets in the event of their being completely destroyed, together with any relevant architects' and surveyors' fees

- 6 3 Subject to the provisions of any lease or prior charge of all or part of the Charged Assets, all monies received or receivable under any insurance must be applied
- 6 3 1 in replacing, restoring or reinstating the Charged Assets destroyed or damaged or in any other manner which the Security Trustees agree, or
- 6 3 2 after the Security Trustees making demand in respect of all or any of the Secured Obligations and if the Security Trustees so direct, and the terms of the relevant insurances allow, in or towards satisfaction of the Secured Obligations
- 6 4 The Chargor will, when so reasonably required by the Security Trustees, procure that a note of the Security Trustees' interest is endorsed upon the policies of insurance maintained by the Chargor pursuant to this Debenture
- 6 5 The Chargor will promptly pay all premiums and do all other things necessary to keep each policy of insurance in respect of the Charged Assets in force
- 6 6 The Chargor will, at the Security Trustees' request, produce to the Security Trustees the policy, certificate or cover note relating to any insurance policy and the receipt for the payment of the last premium

## **7 Debts**

Subject to the rights of any prior-ranking chargeholders, during the continuance of this Debenture, the Chargor will

- 7 1 if called upon to do so by notice in writing from the Security Trustees, execute a legal assignment of the Debts in favour of the Security Trustees in such terms as the Security Trustees reasonably require and give notice to the debtors from whom such Debts are owing and take such other steps as the Security Trustees reasonably require to perfect such legal assignments,
- 7 2 not without the prior written consent of the Security Trustees deal with its Debts otherwise than by collecting them in the ordinary course of business and will not charge, factor, discount or assign any of its Debts in favour of any third party

## **8 Representations and Warranties**

The Chargor represents and warrants to the Security Trustees and each of the Beneficiaries on the date of this debenture and on each day that it is in force with reference to given facts and circumstances then existing that

- 8 1 it has the power to enter into this debenture and has taken all necessary corporate steps and other action to authorise its execution, delivery and performance of it,
- 8 2 the execution and delivery of this debenture and its compliance with the covenants and other obligations contained in it do not, and will not, violate in any respect any applicable provision of any law or regulation or of its articles of association or of any mortgage, charge, agreement or other instrument to which it is a party or which is binding on the Chargor or any of the Charged Assets, and
- 8 3 this debenture is not liable to be avoided or set aside on the liquidation or administration of the Chargor or otherwise

## **9 Demand and enforcement**

- 9 1 The security constituted by this debenture shall immediately become enforceable following demand being made in respect of the Secured Obligations and at any time thereafter (whether or not the event is continuing), without prejudice to any other rights of the Security Trustees, the powers of sale and other powers conferred by section 101 of the LPA, as varied or amended by this debenture, shall be immediately exercisable

without the restrictions contained in the LPA as to the giving of notice or otherwise and the Security Trustees may, in their absolute discretion, enforce all or any part of the security created by this debenture as they see fit

- 9 2 At any time after the security constituted by this debenture has become enforceable, the Security Trustees may exercise, in respect of any Charged Asset, the power of sale conferred upon mortgagees by the LPA. The restrictions imposed by Section 103 of the LPA shall not apply, and the Security Trustees may delegate the exercise of their power of sale to any Receiver or other person

## **10 Receivers and Administrators**

- 10 1 At any time after the security constituted by this debenture has become enforceable, or if the Chargor so requests at any time, the Security Trustees may appoint any person or persons to be the Receiver of all or any part of the Charged Assets hereby charged or to be the Administrator or Administrators of the Chargor. An appointment over part only of the Charged Assets shall not preclude the Security Trustees from making any subsequent appointment over any other part of the Charged Assets

- 10 2 The appointment of an Administrator or Receiver shall be in writing, and will be signed by the Security Trustees. Where more than one person is acting at any time as a Receiver or Administrator, the Security Trustees may in the same manner stipulate whether and to what extent they may act jointly or separately

- 10 3 The Security Trustees may from time to time determine the remuneration of the Receiver or the Administrator and may (subject to the application of the Insolvency Act 1986 Section 45) remove from time to time any Administrator or Receiver appointed by them and, whenever they may deem it appropriate, appoint a new Administrator or Receiver in the place of any Administrator or Receiver whose appointment has terminated for whatever reason

- 10 4 Any Receiver or the Administrator appointed hereunder shall be the agent of the Chargor (which, subject to the provisions of the Companies Act 2006 and the Insolvency Act 1986, shall be solely liable for his acts, defaults and remuneration) unless and until the Chargor goes into liquidation, whereafter he shall act as principal and shall not become the agent of the Security Trustees, and the Receiver or Administrator shall have and be entitled to exercise in relation to the Chargor all the powers set out in the Insolvency Act 1986 schedule 1, all of the powers conferred on the holder of a qualifying floating charge (as defined in the Insolvency Act 1986) and all the powers conferred from time to time on Receivers and/or Administrators by statute and in particular by way of addition to but without prejudice to those powers (and those of the Security Trustees) the Receiver and/or Administrator will have power

10 4 1 to sell, let or lease or concur in selling, letting or leasing and to vary the terms or determine, surrender or accept surrenders of leases or tenancies of or grant options and licences over all or any part of the Charged Assets and so that any such sale may be made for cash payable by instalments or for shares or securities of another company and the Receiver and/or Administrator may promote or concur in promoting a company to purchase the Charged Assets to be sold,

10 4 2 to sever any Fixtures (including trade and tenant's fixtures) from the Real Property of which they form part,

10 4 3 to exercise all voting and other rights attaching to Securities owned by the Chargor,

10 4 4 to make and effect all repairs, renewals, improvements and insurances,

10 4 5 to redeem any prior encumbrance and to settle and pass the accounts of the encumbrancer and any accounts so settled and passed will (subject to any manifest error) be conclusive and binding on the Chargor and the

- moneys so paid will be deemed to be an expense properly incurred by the Receiver and/or Administrator,
- 10 4 6 to promote the formation of a subsidiary or subsidiaries of the Chargor, purchasing, leasing, licensing or otherwise acquiring interests in all or any of the assets of the Chargor,
  - 10 4 7 to make any arrangement or compromise which the Security Trustees or the Receiver and/or Administrator thinks fit,
  - 10 4 8 to appoint managers, officers and agents for any of the purposes referred to in this clause 10 at such salaries as the Receiver and/or Administrator reasonably determine, and
  - 10 4 9 to do all other acts and things as are considered by the Receiver and/or Administrator to be incidental or conducive to the above or otherwise incidental or conducive to the preservation, improvement or realisation of the Charged Assets
- 10 5 A person dealing with the Receiver and/or Administrator in good faith and for value shall not be concerned to enquire whether the Receiver and/or Administrator is validly appointed or acting within his powers
- 10 6 The provisions of clause 10 1 and the rights given to the Security Trustees under this debenture shall apply
- 10 6 1 whether or not the Security Trustees have entered into or taken possession of the Charged Assets or any part of them,
  - 10 6 2 whether or not the Chargor shall have been afforded sufficient or any time in which to satisfy any demand, and
  - 10 6 3 notwithstanding the terms of any other agreement between the Chargor and the Security Trustees save only in the case of an express exclusion of this provision by reference to this Security
- 10 7 The Security Trustees shall not incur any liability in respect of, and the Chargor alone shall be responsible for, any contracts, engagements, acts, omissions, defaults or losses of the Receiver and/or Administrator or for liabilities incurred by him or for his remuneration (either to the Chargor or to any other person whatsoever) by reason of its making his appointment as the Receiver and/or Administrator or for any other reason whatsoever
- 10 8 All or any of the powers, authorities and discretions which are conferred by this debenture, either expressly or impliedly, upon the Receiver and/or Administrator may be exercised by the Security Trustees in relation to the Charged Assets or any part of them without first appointing, or notwithstanding the appointment of, the Receiver and/or Administrator
- 11 Power of attorney**
- 11 1 The Chargor hereby irrevocably and by way of security appoints the Security Trustees (whether or not a Receiver or Administrator has been appointed) and also (as a separate appointment) each Receiver or Administrator severally as the attorney and attorneys of the Chargor with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Chargor, which the Chargor could be required to do or execute under any provision of this debenture, or which the Security Trustees in their sole opinion may consider necessary or desirable for perfecting the Security Trustees' title to any of the Charged Assets or enabling the Security Trustees or Administrator or the Receiver to exercise any of his rights or powers under this debenture



- 11 2 The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney acting pursuant to clause 11 1 shall do or purport to do in the exercise or purported exercise of all or any of the powers, authorities and discretions referred to in clause 11 1

## **12 Payment of monies**

- 12 1 Any monies received by the Security Trustees or any Administrator or Receiver appointed hereunder shall, subject to the payment as far as necessary of any claims having priority to this debenture, be paid or applied in the following order of priority

12 1 1 in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Receiver or the Administrator and of the remuneration of the Receiver or the Administrator,

12 1 2 in or towards satisfaction of the Secured Obligations, and

12 1 3 as to the surplus (if any) to the person or persons entitled thereto,

and section 109(8) of the LPA shall not apply

- 12 2 The Security Trustees and any Receiver and/or Administrator may credit any monies to a suspense account for so long and in such manner as the Security Trustees, Receiver and/or Administrator may from time to time reasonably determine and the Receiver and/or Administrator may retain the same for such period as the Receiver and/or Administrator reasonably consider expedient

## **13 Protection of third parties**

- 13 1 In favour of any purchaser, the statutory powers of sale and of appointing a Receiver or Administrator which are conferred upon the Security Trustees, as varied and extended by this debenture, and all other powers of the Security Trustees, shall be deemed to arise and be exercisable immediately after the execution of this debenture

- 13 2 No purchaser from or other person dealing with the Security Trustees, nor any person to whom he has delegated any of his powers, nor the Receiver, shall be concerned to enquire whether any of the powers conferred by this debenture in relation to the Charged Assets has arisen or become exercisable by the Security Trustees or Receiver, nor whether the Secured Obligations remain outstanding, nor whether any event has happened to authorise the Security Trustees to act or as to the propriety of the exercise of any such power, and the title and position of a purchaser or such person shall not be impeachable by reference to any of those matters

## **14 Protection of the Security Trustees and any Receiver**

- 14 1 None of the Security Trustees, any Receiver or any of their respective officers, employees or delegates shall be liable in respect of any cost, expense, liability, loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective rights or powers under this debenture

- 14 2 Without prejudice to any other provision of this debenture, entry into possession of any Charged Asset shall not render the Security Trustees, any Receiver or any of their respective officers, employees or delegates liable

14 2 1 to account as mortgagee in possession,

14 2 2 for any loss on realisation, or

14 2 3 for any default or omission which a mortgagee in possession might be liable,

and if and whenever the Security Trustees, any Receiver or any of their respective officers, employees or delegates enter into possession of any Charged Asset they shall be entitled at any time they think fit to go out of such possession

- 14 3 The Chargor shall indemnify and keep indemnified the Security Trustees, any Receiver, and their respective officers, employees or delegates, against all claims, costs, expenses and liabilities incurred by them in respect of all or any of the following

- 14 3 1 any act or omission by any of them in relation to all or any of the Charged Assets,
- 14 3 2 any payment relating to or in respect of all or any of the Charged Assets which is made at any time by any of them,
- 14 3 3 any stamp, registration or similar taxes or duties which become payable in connection with the entry into, or the performance or enforcement of, this debenture,
- 14 3 4 exercising or purporting to exercise or failing to exercise any of the rights, powers and discretions conferred on them or permitted under this debenture, and
- 14 3 5 any breach by the Chargor of any of its covenants or other obligations to the Security Trustees or any Receiver,

except in the case of gross negligence or wilful misconduct on the part of that person

- 14 4 The Security Trustees, any Receiver and their respective officers, employees and delegates shall be entitled to be indemnified out of the Charged Assets in respect of the actions, proceedings, demands, claims, costs, expenses and liabilities referred to in clause 14 3
- 14 5 The provisions of this clause 14 shall continue in full force and effect notwithstanding any release or discharge of this debenture or the discharge of any Receiver from office
- 14 6 This debenture shall be in addition to and shall not prejudice, or be prejudiced by, any other security, right, remedy or lien which the Security Trustees may now, or at any time after the date of this debenture, have or hold for all monies and other liabilities covenanted to be paid or discharged under this debenture

## **15 Powers**

The powers conferred by this debenture in relation to the Charged Assets or any part of them on the Security Trustees or on the Receiver and/or Administrator of the Charged Assets or any part of them shall be in addition to, and not in substitution for, the powers conferred on mortgagees or receivers under the LPA or the Insolvency Act 86, and where there is any ambiguity or conflict between the powers contained in the LPA or the Insolvency Act 86 and those conferred by this debenture then the terms of this debenture shall prevail

## **16 Miscellaneous**

- 16 1 Section 93 of the LPA dealing with the consolidation of mortgages shall not apply to this debenture
- 16 2 Interest payable by the Chargor to the Security Trustees pursuant to this debenture will accrue both before and after judgment on a daily basis, on the basis of a 365 day year and will be compounded quarterly
- 16 3 The rights powers and discretions given to the Security Trustees in this debenture

- 16 3 1 may be exercised as often as and in such manner as the Security Trustees think fit,
- 16 3 2 are cumulative and are not exclusive of any of its rights under the general law, and
- 16 3 3 may only be waived specifically in writing and any delay in exercising or non-exercise of any right is not a waiver of it
- 16 4 If any provision of this debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect
  - 16 4 1 the validity or enforceability of any other provision, in any jurisdiction, or
  - 16 4 2 the validity or enforceability of that particular provision, in any other jurisdiction
- 16 5 The Security Trustees may assign the benefit of this debenture to any person and may disclose any information in their possession relating to the Chargor, its affairs or the Secured Obligations to any such assignee
- 16 6 The Security Trustees may in their discretion grant time or other indulgence or make any other arrangement, variation or release with any person or persons (whether or not a party to this debenture and whether or not such person or persons is or are jointly and/or severally liable with the Chargor) in respect of any of the monies and other liabilities secured by this debenture or of any other security without prejudice either to this debenture or to the liability of the Chargor for all monies and all other liabilities secured by this debenture
- 16 7 Notwithstanding any other provision of this debenture, the Chargor shall from time to time on being required to do so by the Security Trustees, now or at any time in the future, at its own expense do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form satisfactory to the Security Trustees as the Security Trustees may reasonably consider necessary for perfecting or protecting this debenture and the Charged Assets or any part of them for facilitating the realisation of such property and the exercise of all powers, authorities and discretions vested in the Security Trustees or in the Receiver and/or Administrator of the Charged Assets or any part of them
- 16 8 All costs, charges and expenses properly incurred and all payments properly made by the Security Trustees, any Beneficiary or by the Receiver and/or Administrator in perfecting, enforcing or otherwise in connection with this debenture or in respect of the Charged Assets shall be recoverable from the Chargor as a debt and shall bear interest accordingly and shall be charged on the Charged Assets
- 16 9 No waiver by the Security Trustees or any Beneficiary of any breach or non-fulfilment by the Chargor of any provisions of this debenture or in connection with any Investment Document shall be deemed to be a waiver of any subsequent or other breach of that or any other provision and no failure to exercise or delay in exercising any right or remedy under this debenture shall constitute a waiver of that right or remedy No single or partial exercise of any such right, power or remedy shall preclude or impair any other or further exercise of it or the exercise of any other right, power or remedy provided by law or under this debenture
- 16 10 The terms of the other Investment Documents and of any side letters between any parties in relation to any Investment Document are incorporated in this debenture to the extent required to ensure that any purported disposition of an interest in Real Property in this debenture is a valid disposition in accordance with section 2(1) of the Law of Property (Miscellaneous Provisions) Act 1989
- 16 11 Communications

- 16 11 1 any communication to be given in connection with this debenture will be in writing
- 16 11 2 any communication will either be delivered by hand or sent by first class prepaid post (or if served outside the country from which it is sent by registered airmail) to the Security Trustees or the Chargor at their addresses shown on page 1 unless they have communicated another address to the others in which case it must be sent to the last address so communicated
- 16 11 3 a communication sent under clause 16 11 2 will be deemed to have been received
- (a) if delivered by hand, at the time of delivery, or
- (b) if sent by first class prepaid post, on the next day after posting, or
- (c) if sent by registered airmail, five days after posting
- 16 12 This debenture 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 debenture
- 16 13 A person (other than a Beneficiary) who is not a party to this debenture has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this debenture
- 16 14 This debenture and any non-contractual obligations arising under or in connection with it shall be governed by and construed in accordance with English Law, and the Chargor and the Security Trustees each submit to the exclusive jurisdiction of the English Courts for the purposes of any dispute in relation to it

**Executed and delivered** as a deed by the parties hereto on the date which first appears in this debenture

---

## **Schedule 1**

### **Real Property**

The freehold property being Chapel Building, Wharton Road, Winsford CW7 3AD and registered at the Land Registry with title number CH366102

EXECUTION PAGES

**Chargor**

Executed as a Deed by )  
3L Care Limited )  
acting by two directors or a director )  
and the company secretary duly authorised )

Director

Director/Secretary

**Security Trustees**

Signed as a Deed by Peter Alan Stock  
as a trustee of The Peter Stock 1997 Life  
Interest Settlement dated 1 July 1997

in the presence of

Witness signature

Witness name

Witness address

Witness occupation

Signed as a Deed by Suzanne Nicola  
Gauge)  
as a trustee of The Peter Stock 1997 Life  
Interest Settlement dated 1 July 1997

in the presence of

Witness signature

Witness name

Witness address

Witness occupation