



Registration of a Charge

Company name: **AVON LEA WEYMOUTH 2015 LIMITED**

Company number: **09734126**



X4LYX8LD

Received for Electronic Filing: **10/12/2015**

Details of Charge

Date of creation: **08/12/2015**

Charge code: **0973 4126 0003**

Persons entitled: **WARWICK PARK HOUSE LIMITED**

Brief description: **66 DORCHESTER ROAD, WEYMOUTH, DT4 7JS TITLE NO: DT145684**

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

Certified by: **PARIS SMITH LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9734126

Charge code: 0973 4126 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th December 2015 and created by AVON LEA WEYMOUTH 2015 LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th December 2015 .

Given at Companies House, Cardiff on 11th December 2015

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



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Dated

8 December

2015

AVON LEA WEYMOUTH 2015 LIMITED (1)
WARWICK PARK HOUSE LIMITED (2)

DEBENTURE

Paris Smith LLP
Number 1 London Road
Southampton
SO15 2AE

Tel: 023 8048 2482
Ref: RAA/99604/2

DEBENTURE

DATED 8 December 2015

PARTIES

- (1) **AVON LEA WEYMOUTH 2015 LIMITED** (a company incorporated and registered in England and Wales with company number 09734126) whose registered office is at 24 Cornwall Road, Dorchester, Dorset DT1 1RX (the "Borrower") in favour of:
- (2) **WARWICK PARK HOUSE LIMITED** (a company incorporated and registered in England and Wales with company number 07841404) whose registered office is at 24 Cornwall Road, Dorchester, Dorset DT1 1RX (the "Lender").

AGREED TERMS

1 DEFINITIONS AND INTERPRETATION

1.1 In this Debenture the definitions and rules of interpretation in this clause apply:

- 1.1.1 "Administrator" means an administrator appointed to manage the affairs, business and property of the Borrower pursuant to paragraph 15 of Schedule 4;
- 1.1.2 "Business Day" means a day (other than a Saturday, Sunday or public holiday in England) on which commercial banks are open for general business in London and deposits are dealt with on the London Interbank Market;
- 1.1.3 "Charged Property" means all the assets, property and undertaking for the time being subject to the security interests created by this Debenture (and references to the "Charged Property" include references to any part of it);
- 1.1.4 "Costs" means all costs, charges, expenses and liabilities of any kind including, without limitation, costs and damages in connection with litigation, professional fees, disbursements and any value added tax charged on Costs;
- 1.1.5 "Dangerous Substances" means any substance capable of causing harm to man or any other living organism or damaging the Environment;
- 1.1.6 "Encumbrance" means any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security, or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;
- 1.1.7 "Environment" means the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media;
- 1.1.8 "Environmental Law" means all laws, regulations, directives, Codes of practice, circulars, guidance notices and court decisions (whether in the

- UK or elsewhere) concerning the protection of human health or welfare of the Environment or the conditions of the workplace or the generation, transportation, storage, treatment or disposal of Dangerous Substances;
- 1.1.9 "Equipment" means all present and future equipment, plant, machinery, tools, vehicles, furniture, fittings, installations and apparatus and other tangible moveable property for the time being owned by the Borrower, including any part of it and all spare parts, replacements, modifications and additions;
- 1.1.10 "Financial Collateral" means shall have the meaning given to that expression in the Financial Collateral Regulations;
- 1.1.11 "Financial Collateral Regulations" means the Financial Collateral Arrangements (No. 2) Regulations 2003 (SI 2003/3226);
- 1.1.12 "Intellectual Property" means:
- 1.1.12.1 any patents, trade marks, service marks, designs, business names, copyrights, design rights, moral rights, inventions, confidential information, knowhow and other intellectual property rights and interests, whether registered or unregistered; and
- 1.1.12.2 the benefit of all applications and rights to use such assets;
- 1.1.13 "Investments" means any shares, stocks, debenture security, securities, bonds and investments of any type whatever, including but not limited to negotiable instruments, certificates of deposit, eligible debt securities, interest in collective investment schemes or other investments referred to in Section 22 of, and as defined in, Part II of Schedule 2 to, the Financial Services and Markets Act 2000 and Part III of the Financial Services and Markets Act (Regulated Activities) Order 2001, whether certificated or uncertificated, physical or dematerialised, registered or unregistered, held by the Borrower or by a trustee or clearance system or nominee;
- 1.1.14 "Loan Letter" means the loan letter from the Lender to the Borrower entered into on the same date as this Debenture;
- 1.1.15 "Permitted Security" means:
- (i) the legal charge and the debenture granted by the Borrower in favour of National Westminster Bank plc on or around the date of this Debenture;
- and
- (ii) the debenture granted by the Borrower in favour of Peter Cotterill on or around the date of this Debenture;
- 1.1.16 "Properties" means all freehold and leasehold properties (whether registered or unregistered) and all commonhold properties, now or in the future (and from time to time) owned by the Borrower or in which the

- Borrower holds an interest (including (but not limited to) the properties which are briefly described in Schedule 1) and "Property" means any of them;
- 1.1.17 "Receiver" means a receiver and/or manager of any or all of the Charged Property appointed under paragraph 6 of Schedule 4;
 - 1.1.18 "Related Rights" means, in respect of any Investment:
 - 1.1.18.1 all monies paid or payable in respect of that Investment (whether as income, capital or otherwise);
 - 1.1.18.2 all shares, investments or other assets deriving from that Investment; and
 - 1.1.18.3 all rights derived from or incidental to that Investment;
 - 1.1.19 "Secured Liabilities" means all sums outstanding from time to time under the Loan Letter;
 - 1.1.20 "Security Financial Collateral Arrangement" shall have the meaning given to that expression in the Financial Collateral Regulations;
 - 1.1.21 "Security Period" means the period starting on the date of this Debenture and ending on the date on which all the Secured Liabilities have been unconditionally and irrevocably paid and discharged in full and no further Secured Liabilities are capable of being outstanding; and
 - 1.1.22 "Subsidiary" shall have the meaning ascribed to it in Section 1159 of the Companies Act 2006;
- 1.2 Unless the context otherwise requires, in this Debenture:
- 1.2.1 any reference to any statute or statutory provision includes a reference to any subordinate legislation made under that statute or statutory provision, to any modification, re-enactment or extension of that statute or statutory provision and to any former statute or statutory provision which it consolidated or re-enacted before the date of this Debenture;
 - 1.2.2 a reference to one gender includes a reference to the other genders;
 - 1.2.3 words in the singular include the plural and in the plural include the singular;
 - 1.2.4 a reference to a clause or Schedule is to a clause or Schedule of or to this Debenture;
 - 1.2.5 a reference to this "Debenture" (or any specified provision of it) or any other document shall be construed as a reference to this Debenture, that provision or that document as in force for the time being and as amended or novated from time to time;
 - 1.2.6 a reference to a "person" shall be construed as including a reference to an individual, firm, corporation, unincorporated body of persons or any state or any agency of a person;

- 1.2.7 a reference to an "amendment" includes a supplement, variation, novation or re-enactment (and amended shall be construed accordingly);
 - 1.2.8 a reference to "assets" includes present and future properties, undertakings, revenues, rights and benefits of every description;
 - 1.2.9 a reference to an "authorisation" includes an authorisation, consent, licence, approval, resolution, exemption, filing, registration and notarisation;
 - 1.2.10 a reference to a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
 - 1.2.11 the headings do not form part of this Debenture or any part of it and do not affect its interpretation.
- 1.3 If the Lender considers that an amount is capable of being avoided or otherwise set aside on liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this Debenture.
- 1.4 A reference in this Debenture to a charge or mortgage of any freehold, leasehold or commonhold property includes:
- 1.4.1 all buildings and fixtures (including trade and tenant's fixtures) which are at any time situated on that property;
 - 1.4.2 the proceeds of sale of any part of that property; and
 - 1.4.3 the benefit of any covenants for title given or entered into by any predecessor in title of the Borrower in respect of that property or any monies paid or payable in respect of those covenants.
- 1.5 Any reference in this Debenture or any other document entered into under or in connection with it, to the making of an Administrative Order shall be treated as including a reference to the appointment of an administrator under paragraph 14 (by the holder of a qualifying floating charge in respect of the Borrower's assets) or 22 (by the Borrower or the Directors of the Borrower) of Schedule A1 to the Insolvency Act 1986 or any steps taken toward such Order or appointment.
- 1.6 Any reference in this Debenture or any other document entered into under or in connection with it, to making an application for an administration order by petition shall be treated as including a reference to making an administration application to the Court under Schedule B1 to the Insolvency Act 1986, appointing an administrator under paragraph 14 or 22 of that Schedule, or giving notice under paragraph 15 or 26 of that Schedule of intention to appoint an administrator or any steps taken towards such application or notice.

2 **COVENANT TO PAY**

The Borrower shall on demand pay to the Lender and discharge the Secured Liabilities when they become due.

3 **GRANT OF SECURITY**

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

3.1.1 charges to the Lender, by way of legal mortgage, all the Properties listed in Schedule 1;

3.1.2 charges to the Lender, by way of fixed charge:

3.1.2.1 all Properties acquired by the Borrower in the future;

3.1.2.2 all present and future interests of the Borrower not effectively mortgaged or charged under the preceding provisions of this clause 3 in or over freehold or leasehold or commonhold property including all fixtures on such property for the time being;

3.1.2.3 all present and future rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties;

3.1.2.4 all licences, consents and authorisations, statutory or otherwise held or required in connection with the Borrower's business or the use of any Charged Property and all rights in connection with them;

3.1.2.5 all present and future goodwill and uncalled capital for the time being of the Borrower;

3.1.2.6 all the Borrower's Intellectual Property;

3.1.2.7 all Equipment; and

3.1.2.8 all book and other debts due to the Borrower and their proceeds (both collected and uncollected) (together the "Debts") and all rights, guarantees, security or other collateral in respect of the Debts (or any of them) and the benefit of any judgment or Order to pay a sum of money and all rights to enforce the Debts (or any of them); and

3.1.2.9 the Investments, together with all Related Rights;

3.1.3 charges to the Lender, by way of floating charge, all the undertaking, property, assets and rights of the Borrower at any time not effectively mortgaged, charged or assigned pursuant to clause 3.1.1 and clause 3.1.2;

3.1.4 assigns to the Lender:

3.1.4.1 all rental income and other sums payable to the Borrower under any occupational leases;

- 3.1.4.2 all policies of insurance present and future in which the Borrower has an interest (other than policies in respect of third party liability) together with all monies payable in respect of those policies.
- 3.2 The floating charge created by clause 3.1.3 shall automatically and immediately (without notice) be converted into a fixed charge over the relevant Charged Property if:
 - 3.2.1 the Borrower:
 - 3.2.1.1 creates, or attempts to create, over all or any part of the Charged Property an Encumbrance without the prior written consent of the Lender or any trust in favour of another person; or
 - 3.2.1.2 disposes or attempts to dispose of all or any part of the Charged Property (other than property subject only to the floating charge while it remains uncrystallised which property may be disposed of in the ordinary course of business); or
 - 3.2.2 a receiver is appointed over all or any of the Charged Property that is subject to the floating charge; or
 - 3.2.3 any person levies or attempts to levy any distress, attachment, execution or other process against all or any part of the Charged Property; or
 - 3.2.4 the Lender receives notice of the appointment of, or a proposal or an intention to appoint, an administrator of the Borrower.
- 3.3 If the Borrower is in default of its payment obligations to the Borrower, the Lender may in its sole discretion at any time by written notice to the Borrower convert the floating charge created under this Debenture into a fixed charge as regards any part of the Charged Property specified by the Lender in that notice.
- 3.4 Any asset acquired by the Borrower after any crystallisation of the floating charge created under this Debenture which but for such crystallisation would be subject to a floating charge shall (unless the Lender confirms in writing to the contrary) be charged to the Lender by way of fixed charge.

4 **LIABILITY OF BORROWER**

- 4.1 The liability of the Borrower under this Debenture in respect of any of the Secured Liabilities shall not be discharged, prejudiced or affected by:
 - 4.1.1 any security, guarantee, indemnity, remedy or other right held by or available to the Lender being or becoming wholly or partially illegal, void or unenforceable on any ground; or
 - 4.1.2 the Lender renewing, determining, varying or increasing any facility or other transaction in any manner or concurring in, accepting or varying any compromise, arrangement or settlement or omitting to claim or enforce payment from any other person; or

4.1.3 any other act or omission which but for this provision might have discharged or otherwise prejudiced or affected the liability of the Borrower.

4.2 The Borrower waives any right it may have of requiring the Lender to enforce any security or other right or claim any payment from or otherwise proceed against any other person before enforcing this Debenture against the Borrower.

5 COVENANTS

The Borrower covenants with the Lender during the continuance of the security constituted by this Debenture in the terms set out in Schedule 2.

6 POWERS OF THE LENDER

The Lender shall have the powers set out in Schedule 3.

7 ENFORCEMENT

7.1 The security constituted by this Debenture shall be immediately enforceable in any of the circumstances set out in paragraph 1 of Schedule 4. The parties to this Debenture agree that the provisions of Schedule 4 shall apply to this Debenture and shall be binding between them.

7.2 A Receiver shall have, in addition to the powers conferred on receivers by statute, the further powers set out in Schedule 4.

7.3 To the extent that the Charged Property constitutes Financial Collateral and this Debenture and the obligations of the Borrower hereunder constitute a Security Financial Collateral Arrangement, the Lender shall have the right, at any time after the security constituted this Debenture has become enforceable, to appropriate all or any of that Charged Property 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. The value of any Charged Property appropriated in accordance with this clause shall be the price of that Charged Property 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 Borrower agrees that the methods of valuation provided for in this clause are commercially reasonable for the purposes of the Financial Collateral Regulations.

8 EXCLUSION OF LIABILITY

8.1 The Lender will not be liable for any action taken by it (or any omission to take action) under or in connection with this document or any legal or other opinion or report held or obtained by the Lender in connection with this Debenture unless directly caused by its gross negligence or wilful misconduct.

8.2 Neither the Lender nor any Receiver shall be liable in respect of all or any part of the Charged Property or for any loss or damage which arises out of the exercise or the attempted or purported exercise of, or the failure to exercise any of, their respective

powers unless such loss or damage is caused by its gross negligence or wilful acts of default and recklessness.

9 COSTS AND INDEMNITY

9.1 The Borrower shall pay to or reimburse the Lender and any Receiver on demand, on a full indemnity basis, all Costs incurred by the Lender and/or any Receiver in relation to:

9.1.1 this Debenture or the Charged Property; or

9.1.2 protecting, perfecting, preserving or enforcing (or attempting to do so) any of the Lender's or the Receiver's rights under this Debenture; or

9.1.3 suing for, or recovering, any of the Secured Liabilities, (including, without limitation, the Costs of any proceedings in relation to this Debenture or the Secured Liabilities) together with, in the case of clause 9.1.2 and clause 9.1.3, interest on the amount due at the default rate of interest specified in any facility letter between the Lender and Borrower.

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

9.2.1 the exercise or purported exercise of any of the powers, authorities or discretions vested in them under this Debenture; or

9.2.2 any matter or thing done or omitted to be done in relation to the Charged Property under those powers; or

9.2.3 any default or delay by the Borrower in performing any of its obligations under this Debenture.

10 ASSIGNMENT AND TRANSFER

No party may assign any of its rights or transfer any of its obligations under this Debenture or enter into any transaction, which would result in any of those rights or obligations passing to another person.

11 INDEPENDENT AND CONTINUING SECURITY

11.1 This Debenture shall be in addition to and independent of every other security or guarantee which the Lender may at any time hold for any of the Secured Liabilities and no prior security held by the Lender over the whole or any part of the Charged Property shall merge in the security created by this Debenture.

11.2 This Debenture 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, unless and until the Lender discharges this Debenture in writing.

12 DISCHARGE CONDITIONAL

Any release, discharge or settlement between the Borrower and the Lender shall be deemed conditional upon no payment or security received by the Lender in respect of the Secured Liabilities being avoided, reduced or ordered to be refunded pursuant to any law relating to

insolvency, bankruptcy, winding-up, administration, receivership or otherwise and, notwithstanding any such release, discharge or settlement:

12.1 the Lender or its nominee shall be at liberty to retain this Debenture and the security created by or pursuant to this Debenture, including all certificates and documents relating to the whole or any part of the Charged Property, for such period as the Lender shall deem necessary to provide the Lender with security against any such avoidance, reduction or order for refund; and

12.2 the Lender shall be entitled to recover the value or amount of such security or payment from the Borrower subsequently as if such release, discharge or settlement had not occurred.

13 **CERTIFICATE OR DETERMINATION**

A certificate or determination by the Lender as to any amount for the time being due to it from the Borrower shall (in the absence of any manifest error) be conclusive evidence of the amount due.

14 **CUMULATIVE RIGHTS**

The rights and powers of the Lender conferred by this Debenture 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.

15 **WAIVER AND VARIATION**

15.1 Any waiver or variation of any right by the Lender (whether arising under this Debenture or under the general law) shall only be effective if it is in writing and signed by the Lender and applies only in the circumstances for which it was given and shall not prevent the Lender from subsequently relying on the relevant provision.

15.2 No act or course of conduct or negotiation by or on behalf of the Lender shall in any way preclude the Lender from exercising any right or power under this Debenture or constitute a suspension or variation of any such right or power.

15.3 No delay or failure to exercise any right or power under this Debenture shall operate as a waiver.

15.4 No single or partial exercise of any right under this Debenture shall prevent any other or further exercise of that or any other such right.

16 **CONSOLIDATION**

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

17 **SEVERABILITY**

The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Debenture under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with any modification necessary to give effect to the commercial intention of the parties.

18 **COUNTERPARTS**

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

19 **THIRD PARTY RIGHTS**

A third party has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce, or to enjoy the benefit of, any term of this Debenture.

20 **PERPETUITY**

If the rule against perpetuities applies to any trust created by this Debenture, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

21 **RELEASES**

Subject to clause 12, upon the expiry of the Security Period, the Lender shall, at the request and cost of the Borrower take whatever action is necessary to release and re-assign the Borrower:

- 21.1 its rights arising under this Debenture;
- 21.2 the Charged Property from the security created by and under this Debenture; and
- 21.3 return all documents or deeds of title delivered to it under this Debenture.

22 **NOTICES**

- 22.1 Any notice or other communication given under this Debenture shall be in writing and shall be served by delivering it personally or by sending it by pre-paid first-class post to the address set out in this Debenture marked for the attention of the relevant party, or to such other address as may be notified in writing from time to time by the relevant party to the other party.
- 22.2 Receipt of any notice, given under clause 22.1 above, shall be deemed to be:
 - 22.2.1 if delivered personally, at the time of delivery; or
 - 22.2.2 in the case of pre-paid first-class letter, 48 hours from the date of posting.
- 22.3 In proving service of a notice, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party as set out in this Debenture (or as otherwise notified by that party under clause 22.1 above) and delivered to that address:
- 22.4 Notice given under this Debenture shall not be validly served if sent by e-mail.
- 22.5 The Borrower irrevocably consents to any process in any proceedings being served on it in accordance with the provisions of this Debenture relating to service of notices. Nothing contained in this Debenture shall affect the right to serve process in any other manner permitted by law.

23 **GOVERNING LAW AND JURISDICTION**

- 23.1 This Debenture and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed according to the law of England and Wales.

23.2 The parties to this Debenture irrevocably agree that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Debenture or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

This **DEBENTURE** has been executed as a Deed and is delivered and takes effect on the date stated at the beginning of it.

SCHEDULE 1

Property

ALL THAT the freehold interest in the land and property known as 66 Dorchester Road, Weymouth, DT4 7JS and registered at the Land Registry with Title Absolute under Title Number DT145684.

SCHEDULE 2

Covenants

1 NEGATIVE PLEDGE AND DISPOSAL RESTRICTIONS

The Borrower shall not at any time, except as set out in the Loan Letter or with the prior written consent of the Lender:

- 1.1 create, purport to create or permit to subsist any Encumbrance on, or in relation to, any Charged Property, except for the Permitted Security and any Encumbrances created by this Debenture; or
- 1.2 sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property, except for the disposal in the ordinary course of business of any of the Charged Property subject to the floating charge created under this Debenture; or
- 1.3 create or grant (or purport to create or grant) any interest in any Charged Property in favour of a third party.

2 REGISTRATION AT THE LAND REGISTRY

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to each Property:

"No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietor for the time being of the charge dated [DATE] in favour of [NAME OF PARTY] referred to in the charges register."

SCHEDULE 3
Powers of Lender

1 POWER TO REMEDY

The Lender shall be entitled (but shall not be bound) to remedy a breach at any time by the Borrower of any of its obligations contained in this Debenture and the Borrower irrevocably authorises the Lender and its agents to do all such things as are necessary or desirable for that purpose.

2 EXERCISE OF RIGHTS

The rights of the Lender under paragraph 1 of this Schedule 3 are without prejudice to any other rights of the Lender under this Debenture and the exercise of those rights shall not make the Lender liable to account as a mortgagee in possession.

3 POWER TO DISPOSE OF CHATTELS

At any time after the security constituted by this Debenture shall have become enforceable, the Lender or any Receiver:

3.1 may dispose of any chattels or produce found on any Property as agent for the Borrower; and

3.2 without prejudice to any obligation to account for the proceeds of any sale of such chattels or produce, shall be indemnified by the Borrower against any liability arising from such disposal.

4 PRIOR ENCUMBRANCES

At any time after the security constituted by this Debenture shall have become enforceable or after any powers conferred by any Encumbrance having priority to this Debenture shall have become exercisable, the Lender may:

4.1 redeem such or any other prior Encumbrance or procure its transfer to itself; and

4.2 settle any account of the holder of any prior Encumbrance.

The settlement of any such account shall be conclusive and binding on the Borrower and all monies paid by the Lender to an encumbrancer in settlement of such an account shall, as from its payment by the Lender, be due from the Borrower to the Lender on current account and shall bear interest and be secured as part of the Secured Liabilities.

5 NEW ACCOUNTS

5.1 If the Lender receives notice of any subsequent Encumbrance or other interest affecting all or part of the Charged Property, the Lender may open a new account or accounts for the Borrower in the Lender's books and (without prejudice to the Lender's right to combine accounts) no money paid to the credit of the Borrower in any such new account will be appropriated towards or have the effect of discharging any part of the Secured Liabilities.

5.2 If the Lender does not open a new account or accounts immediately on receipt of notice under paragraph 5.1 of this Schedule 3, then, unless the Lender gives express written notice to the contrary to the Borrower, as from the time of receipt of the relevant notice by the Lender all payments made by the Borrower to the Lender shall

be treated as having been credited to a new account of the Borrower and not as having been applied in reduction of the Secured Liabilities.

6 LENDER'S SET-OFF RIGHTS

If the Lender shall have more than one account for the Borrower in its books the Lender may at any time after:

- 6.1 the security constituted by this Debenture has become enforceable; or
- 6.2 the Lender has received notice of any subsequent Encumbrance or other interest affecting all or any part of the Charged Property,

transfer, without prior notice, all or any part of the balance standing to the credit of any account to any other account which may be in debit but the Lender shall notify the Borrower of the transfer once made.

7 INDULGENCE

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

SCHEDULE 4

Enforcement

1 ENFORCEMENT EVENTS

This Debenture shall be enforceable if:

1.1 any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid or discharged by the Borrower (whether on demand or at scheduled maturity or by acceleration or otherwise, as the case may be); or

1.2 there is an "Event of Default" as defined in the Loan Letter,

and in any such event (whether or not the event is continuing), without prejudice to any other rights of the Lender, the powers of sale under the Law of Property Act 1925 shall immediately be exercisable and the Lender may in its absolute discretion enforce all or any part of the security created by this Debenture as it sees fit.

2 STATUTORY POWER OF SALE

The powers of sale conferred upon mortgagees under the Law of Property Act 1925 shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this Debenture, but the Lender shall not exercise such power of sale until the security constituted by this Debenture has become enforceable under paragraph 1 of this Schedule 4.

3 EXTENSION OF STATUTORY POWERS

The statutory powers of sale, leasing and accepting surrenders conferred upon mortgagees under the Law of Property Act 1925 and/or by any other statute shall be exercisable by the Lender under this Debenture and are extended so as to authorise the Lender whether in its own name or in that of the Borrower to make any lease or agreement for lease, accepts surrenders of lease or grant any option of the whole or any part or parts of the freehold and leasehold property of the Borrower with whatever rights relating to other parts of it and containing whatever covenants on the part of the Borrower and generally on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) and whether or not at a premium as the Lender thinks fit.

4 PROTECTION OF THIRD PARTIES

No purchaser, mortgagee or other person dealing with the Lender or any Receiver shall be concerned:

4.1 to enquire whether any of the Secured Liabilities have become due or payable or remain unpaid or undischarged, or whether the power the Lender or a Receiver is purporting to exercise has become exercisable; or

4.2 to see to the application of any money paid to the Lender or any Receiver.

5 NO LIABILITY AS MORTGAGEE IN POSSESSION

Neither the Lender nor any Receiver nor any Administrator shall be liable to account as mortgagee in possession in respect of all or any of the Charged Property 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 Property for which a mortgagee in possession might as such be liable.

6 APPOINTMENT OF RECEIVER

6.1 At any time after the security constituted by this Debenture has become enforceable, or at the request of the Borrower, the Lender may without further notice:

6.1.1 appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver or a receiver and manager of all or any part of the Charged Property; and

6.1.2 (subject to section 45 of the Insolvency Act 1986) from time to time by way of deed, or otherwise in writing, remove any person appointed to be Receiver and may in like manner appoint another in his place.

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

6.2 The Lender may fix the remuneration of any Receiver appointed by it without the restrictions contained in section 109 of the Law of Property Act 1925 and the remuneration of the Receiver shall be a debt secured by this Debenture which shall be due and payable immediately upon its being paid by the Lender.

7 POWERS ADDITIONAL

7.1 The powers of sale and appointing a Receiver conferred by this Debenture shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, 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.

7.2 The power to appoint a Receiver (whether conferred by this Debenture 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 Property.

8 AGENT OF THE BORROWER

Any Receiver appointed by the Lender under this Debenture shall be the agent of the Borrower and the Borrower shall 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 Debenture 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 Property over which the Receiver is appointed and in particular the powers set out in Schedule 5.

10 ORDER OF APPLICATION OF PROCEEDS

All monies received by the Lender or a Receiver in the exercise of any enforcement powers conferred by this Debenture shall be applied:

- 10.1 first in paying all unpaid fees, costs and other liability incurred by or on behalf of the Lender (and any Receiver, attorney or agent appointed by it);
- 10.2 second in paying the remuneration of any Receiver (as agreed between him and the Lender);
- 10.3 third in or towards discharge of the Secured Liabilities in such order and manner as the Lender shall determine; and
- 10.4 finally in paying any surplus to the Borrower or any other person entitled to it.

11 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 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.

12 SUSPENSE ACCOUNT

All monies received by the Lender or a Receiver under this Debenture may, at the discretion of the Lender or Receiver, be credited to any suspense or securities realised account and shall bear interest at such rate, if any, as may be agreed in writing between the Lender and the Borrower and may be held in such account for so long as the Lender or Receiver thinks fit.

13 POWER OF ATTORNEY

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

- 13.1 the Borrower is required to execute and do under this Debenture; and/or
- 13.2 any attorney may deem proper or desirable in exercising any of the powers, authorities and discretions conferred by this Debenture or by law on the Lender or any Receiver.

14 RATIFICATION OF ACTS OF ATTORNEY

The Borrower ratifies and confirms and agrees to ratify and confirm anything which any of its attorneys may do in the proper and lawful exercise or purported exercise of all or any of the powers, authorities and discretions referred to in paragraph 13 of this Schedule 4.

15 APPOINTMENT OF AN ADMINISTRATOR

- 15.1 The Lender may without notice to the Borrower appoint any one or more persons to be an administrator of the Borrower pursuant to paragraph 14 Schedule B1 of the Insolvency Act 1986 if this Debenture becomes enforceable.
- 15.2 Any appointment under this paragraph 15 shall:
 - 15.2.1 be in writing signed by a duly authorised signatory of the Lender, and
 - 15.2.2 take effect, in accordance with paragraph 19 of Schedule B1 of the Insolvency Act 1986, when the requirements of paragraph 18 of that Schedule B1 are satisfied.

- 15.3 The Lender may (subject to any necessary approval from the court) end the appointment of an Administrator by notice in writing in accordance with this paragraph 15 and appoint under that paragraph a replacement for any Administrator whose appointment ends for any reason.

SCHEDULE 5

Further Powers of Receiver

1 TO REPAIR AND DEVELOP PROPERTIES

A Receiver may undertake or complete any works of repair, building or development on the Properties.

2 TO SURRENDER LEASES

A Receiver may grant or accept surrenders of any leases or tenancies affecting the Properties upon such terms and subject to such conditions as he thinks fit.

3 TO EMPLOY PERSONNEL AND ADVISORS

A Receiver may provide services and employ, or engage, such managers contractors and other personnel and professional advisors on such terms as he deems expedient.

4 TO MAKE VAT ELECTIONS

A Receiver may make such elections for value added tax purposes as he thinks fit.

5 TO CHARGE REMUNERATION

A Receiver may charge and receive such sum by way of remuneration (in addition to all costs, charges and expenses incurred by him) as the Lender may prescribe or agree with him.

6 TO REALISE CHARGED PROPERTY

A Receiver may collect and get in the Charged Property in respect of which he is appointed or any part thereof and for that purpose make such demands and take any proceedings as may seem expedient and to take possession of the Charged Property with like rights.

7 TO MANAGE OR RECONSTRUCT THE BORROWER'S BUSINESS

A Receiver may carry on, manage, develop, reconstruct, amalgamate or diversify or concur in carrying on, managing, developing, reconstructing, amalgamating or diversifying the business of the Borrower.

8 TO DISPOSE OF CHARGED PROPERTY

A Receiver may grant options and licences over all or any part of the Charged Property, sell or concur in selling, assign or concur in assigning, lease or concur in leasing and accept or concur in accepting surrenders of leases of, all or any of the property of the Borrower in respect of which he is appointed in such manner and generally on such terms and conditions as he thinks fit (fixtures and plant and machinery may be severed and sold separately from the premises in which they are contained without the consent of the Borrower) and to carry any such sale, assignment, leasing or surrender into effect. Any such sale may be for such consideration as he shall think fit and he may promote or concur in promoting a company to purchase the property to be sold.

9 TO MAKE SETTLEMENTS

A Receiver may make any arrangement, settlement or compromise between the Borrower and any other person which he may think expedient.

10 TO IMPROVE EQUIPMENT

A Receiver may make substitutions of, or improvements to, the Equipment as he may think expedient.

11 **TO MAKE CALLS ON BORROWER MEMBERS**

A Receiver may make calls conditionally or unconditionally on the members of the Borrower in respect of the uncalled capital with such and the same powers for that purpose and for the purpose of enforcing payments of any calls so made as are conferred by the articles of association of the Borrower on its directors in respect of calls authorised to be made by them.

12 **TO APPOINT STAFF AND AGENTS**

A Receiver may appoint managers, officers, servants, workmen and agents for the aforesaid purposes at such salaries and for such periods and on such terms as he may determine.

13 **TO INSURE**

A Receiver may, if he thinks fit, but without prejudice to the indemnity contained in clause 8, effect with any insurer any policy or policies of insurance either in lieu or satisfaction of, or in addition to, such insurance.

14 **LAW OF PROPERTY ACT 1925**

A Receiver may exercise all powers provided for in the Law of Property Act 1925 in the same way as if he had been duly appointed under that act and exercise all powers provided for an administrative receiver in Schedule 1 of the Insolvency Act 1986.

15 **TO BORROW**

A Receiver may for any of the purposes authorised by this Schedule 5 raise money by borrowing from the Lender or from any other person on the security of all or any of the Charged Property in respect of which he is appointed upon such terms (including if the Lender shall consent to terms under which such security ranks in priority to this Debenture) as he shall think fit.

16 **TO REDEEM PRIOR ENCUMBRANCES**

A Receiver may redeem any prior Encumbrance and settle and pass the accounts to which the Encumbrance relates and any accounts so settled and passed shall be conclusive and binding on the Borrower and the monies so paid will be deemed to be an expense properly incurred by him.

17 **INCIDENTAL POWERS**

A Receiver may do all such other acts and things as he may consider incidental or conducive to any of the matters or powers in this Schedule 5 or which he lawfully may or can do as agent for the Borrower.

18 **SCOPE OF POWERS**

Any exercise of any of these powers may be on behalf of the Borrower, the directors of the Borrower (in the case of the power contained in paragraph 11 of this Schedule 5) or himself.

EXECUTED as a DEED by
(Director)
for and on behalf of **AVON LEA WEYMOUTH
2015 LIMITED**
in the presence of:

)
)
)
)
)
Pete Kottrell

Director

Witness Signature:

Jordan McClinton

Name: (please print)

JORDAN MCLINTIC

Address:

131 KINGS ROAD WEST

SWANAGE, DORSET

Occupation:

CARE CO-ORDINATOR

EXECUTED as a DEED by
(Director)
for and on behalf of **WARWICK PARK HOUSE
LIMITED**
in the presence of:

)
)
)
)
)
Pete Kottrell

Director

Witness Signature:

Jordan McClinton

Name: (please print)

JORDAN MCLINTIC

Address:

131 KINGS ROAD WEST

SWANAGE, DORSET

Occupation:

Care coordinator

