



Registration of a Charge

Company name: **LANSDOWNE INVESTMENT PARTNERSHIP LTD**

Company number: **09955812**



X8HIMR43

Received for Electronic Filing: **04/11/2019**

Details of Charge

Date of creation: **28/10/2019**

Charge code: **0995 5812 0002**

Persons entitled: **HAREWOOD ASSOCIATES LIMITED**

Brief description: **BY WAY OF LEGAL MORTGAGE: 1. PLOTS A2, A3 AND 6 OF THE FREEHOLD PROPERTY AT CROWTON MILL, AINSWORTH LANE, CROWTON, NORTHWICH, CW8 2RS WITH TITLE NUMBER CH395601; 2. THE FREEHOLD PROPERTY AT 20 BRITANNIA WAY, HADLEY, TELFORD, TF1 5PE WITH TITLE NUMBER SL198322; 3. THE FREEHOLD PROPERTY AT 6 GROVE TERRACE, HELSBY, FRODSHAM, WA6 0QG WITH TITLE NUMBER CH551583; AND THE OTHER PROPERTIES AS MORE PARTICULARLY DESCRIBED IN SCHEDULE 1 TO THE INSTRUMENT.**

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: **MATTHEW HITCHEN**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 9955812

Charge code: 0995 5812 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2019 and created by LANSDOWNE INVESTMENT PARTNERSHIP LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th November 2019 .

Given at Companies House, Cardiff on 5th November 2019

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 28th October

2019

(1) LANSDOWNE INVESTMENT PARTNERSHIP LTD

and

(2) HAREWOOD ASSOCIATES LIMITED (IN ADMINISTRATION)

and

(3) THE ADMINISTRATORS

DEBENTURE

CONTENTS

CLAUSE

1.	interpretation	1
2.	Company's obligations	5
3.	charges	5
4.	Protection of Lender's rights	5
5.	covenants	6
6.	demand and enforcement	8
7.	receivers and administrators	9
8.	power of attorney	10
9.	payment of moneys	10
10.	consolidation	10
11.	protection of third parties	11
12.	Protection of the Lender and the Receiver	11
13.	miscellaneous provisions	12

THIS DEBENTURE is dated **28th October**

2019.

PARTIES

- (1) **LANSDOWNE INVESTMENT PARTNERSHIP LTD** (Company registration number 09955812) whose registered office is at Walbury House 14 Dalton Court, Commercial Road, Darwen, Lancashire, BB3 0DG (**Company**);
- (2) **HAREWOOD ASSOCIATES LIMITED** (in administration) (Company registration number 07467243) whose registered office is at 340 Deansgate, Manchester, M3 4LY (**Lender**) acting by its Joint Administrators **DEAN WATSON** and **PAUL STANLEY** both of Begbies Traynor (Central) LLP, 340 Deansgate, Manchester, M3 4LY in their capacity as joint administrators of the Company (**Administrators**); and
- (3) **THE ADMINISTRATORS.**

NOW THIS DEED WITNESSES AS FOLLOWS:

1. INTERPRETATION

- 1.1 In this Debenture, unless the context otherwise requires:

Administrator: an administrator appointed under the Insolvency Act 1986.

Assets: all the undertaking, property and assets of the Company whatsoever and wheresoever present or future.

Asset Contracts: all the rights of the Company, now or in the future, arising out of or in connection with any agreement:

- (a) for the acquisition of any property (real or personal) by the Company (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge by clause 3.1 or 3.2 below) including without limitation any option to acquire property; or

- (b) for the hire, hire purchase, lease or loan of any property (real or personal), to the Company (except as provided in definition Assets Contracts (a)1.1(a);

Debts: all book and other debts now or in the future owing to the Company (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, (but excluding credit balances on any account at any bank or financial institution together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure

payment of, any such debt, but 'Debts' does not include any asset or right effectively charged by way of fixed charge under any other provision of clause 3 below;

Encumbrance:

any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of the Company's business;

Environmental Law:

all laws, including without limitation common law, statutes, delegated legislation, legislation of the European Union or any of its institutions, and codes of practice and guidance issued by any relevant authority or agency in relation to any matter affecting the environment, human health or the storage, handling or disposal of any waste or other substance;

Fixed Plant and Equipment:

all plant machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a Fixture, but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building;

Fixtures:

all things of any kind now or at any time affixed to land for any purpose, including without limitation trade and tenants' fixtures;

Group Company:

any company which is at any relevant time a subsidiary company or a holding company of the Company, or a subsidiary of any such holding company, or a company which is controlled by persons who control the Company;

Insurances:

all the right, title and interest of the Company, now or in the future, in or under any policy of insurance or assurance or to the proceeds thereof;

Interest Rate:

the rate of 4% above the base lending rate from time to time of the National Westminster Bank Plc

Intellectual Property:

all the right title and interest of the Company (now or in the future) in or to any of the following:

- (a) any registered intellectual property right in any territory, including without limitation patents, trade marks, service marks, registered designs, and any similar right in any territory and any applications or right to apply for any of the above;
- (b) any invention, copyright, design right or performance right; and
- (c) any trade secrets, know-how and confidential information;
- (d) the benefit of any agreement or licence for the use (by the Company and any other person) of any such right.

Land:

any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and Fixtures on land, and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of the ownership, possession or occupation of land, but for these purposes 'land' excludes heritable property situated in Scotland which is not a property listed in Schedule 1;

Lender:

includes persons deriving title under the Lender;

Loose Plant and Equipment:

all plant, machinery, equipment and motor vehicles now or at any time owned by the Company as a capital asset which is not a Fixture or Fixed Plant and Equipment, (including without limitation any moulds, patterns, tools;

Other Claims:

all rights, claims or obligations of any kind whatsoever now or at any time owed to the Company capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision of this Debenture;

Property:

the properties listed in Schedule 1

Receiver:

any receiver appointed under this Debenture, and, where more than one receiver has been appointed, each of them;

Rents:

any sum payable to the Company (and any right to recover any such a sum);

- (a) by way of rent, service charge or otherwise under any lease of Land, or as mesne profits, licence fee, or otherwise howsoever for the use or occupation of or trespass upon Land, or other income arising from any Land; and
- (b) by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel except in so far as the same is effectively charged by way of fixed charge by clause 3.1 or 3.2 below;

Secured Liabilities:

all monies owed by the Company to the Lender or the Administrators pursuant to the Settlement Agreement;

Settlement Agreement:

the settlement agreement of even date made between (1) the Lender (2) the Administrators and (3) the Company; and

Securities:

all the right title and interest of the Company, now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person.

1.2 In this Debenture unless the context otherwise requires:

- (a) the singular includes the plural and vice versa, and reference to any gender includes the other genders;
- (b) references to persons include bodies corporate, associations, partnerships, organisations, states, state agencies and any other entity, whether or not having separate legal personality;
- (c) words and phrases defined in the Companies Act 1985 have the same meanings in this Agreement but the word 'Company' includes any body corporate;
- (d) references to 'clauses' are to clauses or sub-clauses of this Debenture, references to a 'Schedule' are to a schedule to this Debenture and references within a Schedule to 'paragraphs' are to paragraphs or sub-paragraphs of that Schedule;
- (e) references to any rate of interest shall be construed as meaning that rate as from time to time in force, calculated from day to day, and compounded on the last days of March, June, September and December in each year, both before and after judgment;
- (f) references to a base lending rate shall, if there is no such published or determinable rate at the appropriate time, be construed as meaning such reasonably equivalent rate as the Lender shall select;

- (g) any reference to any statute or statutory instrument or any section or part thereof includes any enactment (present or future) replacing or amending it or any instrument, order or regulation made under it and also includes any past statutory provisions (as from time to time modified or re-enacted) which such provision has directly or indirectly replaced;
- (h) headings are for reference purposes only and shall not affect the construction of anything in this Agreement.

2. COMPANY'S OBLIGATIONS

The Company covenants to pay or discharge the Secured Liabilities to the Lender in accordance with the provisions of the Settlement Agreement.

3. CHARGES

- 3.1 As security for payment of the Secured Liabilities the Company (with full title guarantee) hereby charges to the Lender:

- (a) by way of legal mortgage the Property;
- (b) by way of separate fixed charges:
 - (i) all the goodwill and uncalled capital of the Company, present or future;
 - (ii) the Debts;
 - (iii) the Rents;
 - (iv) the Other Claims;
- (c) by way of floating charge all of the Company's Assets which are not for any reason effectively charged by this Debenture by way of fixed charge or mortgage, including (without limitation) any heritable property of the Company situated in Scotland.

- 3.2 The parties to this Debenture agree that the charge created by clause 3.1(c) shall be a qualifying floating charge pursuant to paragraph 14(2) of Schedule B1 of the Insolvency Act 1986.

4. PROTECTION OF LENDER'S RIGHTS

- 4.1 The Company covenants not, without the prior written consent of the Lender:

- (a) to create (otherwise than in favour of the Lender) any Encumbrance, or to allow any Encumbrance to arise or continue, on or over any of the Assets;
- (b) to part with or dispose of any of the Assets charged by way of fixed charge or mortgage; or
- (c) to part with or dispose of all or any of the Assets charged by way of floating charge except in the ordinary course of carrying on its business as a going concern.

- 4.2 Any floating charge shall automatically be converted into a fixed charge:

- (a) in respect of any Assets, immediately prior to the Company agreeing or resolving (unless the Lender has first consented to it) to create any Encumbrance over those Assets in favour of any other person, or to part with or dispose of them otherwise than in the ordinary course of carrying on the Company's business as a going concern; and
 - (b) in respect of all the Assets if the Company ceases to carry on business or to be a going concern or if any voluntary arrangement or other moratorium (other than a moratorium under Section 1A of the Insolvency Act 1986) or compromise with the Company's creditors, or any class of them, is proposed or put into effect; but so that this clause 4.2 shall not apply to any Assets situated in Scotland.
- 4.3 The Company shall subject to the rights of any prior mortgagee deposit with the Lender and the Lender during the continuance of this security shall be entitled to hold all deeds and documents of title relating to the Company's Land, the Securities (including warrants and coupons) and the Insurances.
- 4.4 The Company shall, at its own expense, at any time when required by the Lender execute and deliver all deeds and documents, and do and concur in all other acts and things which the Lender may deem necessary or desirable, to vest in the Lender the security intended to be created by this Debenture over all or any of the Assets or to facilitate the enforcement of that security, or the exercise of any powers or discretions intended to be vested in the Lender or the Receiver by this Debenture; in each case in such form as the Lender may require. In the case of Assets situated outside England and Wales, references to any form of security shall be taken to refer to any form of security available under the relevant local law which the Lender may select.
- 4.5 This Debenture shall be a continuing security to the Lender and shall remain in force settlement of the Secured Liabilities upon the happening of which the Lender shall at the request and reasonable cost of the Company, take whatever action is necessary to release this Debenture.

5. COVENANTS

- 5.1 While this Debenture continues in force the Company shall:
 - (a) forthwith notify the Lender of the acquisition of any Land;
 - (b) put and keep all its buildings in good and substantial repair and all fixtures and fittings, plant, machinery and other effects in good working order and condition;
 - (c) maintain all such insurances as are normally maintained by prudent companies carrying on similar businesses, and in particular (but without limitation) will insure and keep insured such of the Assets as are insurable with an insurance office or underwriters to be approved by the Lender in writing from time to time, either in the name of the Company with the interest of the Lender noted or, at the option of the Lender, in the joint names of the Company and the Lender against loss or damage by fire and such other risks (on terms that the insurer shall not avoid, cancel or fail to renew any such policy for non-payment of premium without first giving not less

than 21 days' prior notice to the Lender, and on such other terms as the Lender may from time to time require, in their full replacement value for the time being);

- (d) pay all premiums and other moneys necessary to effect and keep up such insurances within one week of the same becoming due, on demand produce to the Lender the policy or policies of such insurance and the receipt for every such payment, comply at all times with all the requirements of any such insurance policy, and not do or omit to do anything, or allow anything to occur or continue, which will or may in the sole opinion of the Lender cause any such insurance policy to become void or voidable, or allow the insurer to refuse any indemnity under it;
- (e) in relation to all Land owned or occupied by the Company:
 - (i) at all times observe and perform (and ensure that any other person at any time occupying any such Land also observes and performs) all restrictive and other covenants to which the Land or any part of it may from time to time be subject, all obligations on the part of the Company or any such occupier in any lease or tenancy agreement, and all building regulations and all restrictions conditions and stipulations for the time being affecting the Land or any part of it or the use or enjoyment of the Land;
 - (ii) within 7 days deliver to the Lender any notice or proceedings served on the Company and relating to any alleged breach of any of the above;
 - (iii) at all times keep the Land in a safe condition for all persons foreseeably likely to be present on any part of it, and, where necessary or desirable for such purposes, erect and maintain fencing, barriers, covers and other security measures;
 - (iv) pay all rents, rates, taxes and outgoings payable by virtue of its ownership or occupation, and
 - (v) permit the Lender at any reasonable time to enter on the and, inspect it and any assets on it and take copies of any documents there;
- (f) at all times comply with all applicable Environmental Law, and obtain and comply with the terms of any licence or permit under any Environmental Law which is necessary or desirable to carry on any of the Company's businesses or activities; and
- (g) take all action necessary to maintain any registered rights to Intellectual Property in full force and effect, and to make and pursue all applications which it is entitled to make for any such rights.

- 5.2 If the Company is in default under any of the covenants set out in clause 5.1 above (or any of its other obligations under this Debenture), the Lender may at its sole discretion (but will not be obliged to) take any steps which it considers necessary or desirable to remedy the default or make good its effects in whole or in part, and in particular, but without limitation, may pay any amount which the Company ought to pay, and may authorise any person to enter, by force if necessary, on any Land or into any building owned or occupied by the Company and perform works, and may put in place or renew any insurance. Neither the Lender, nor any person authorised by it, shall be deemed to have taken possession of any Land by virtue of

exercising any power given by this clause, irrespective of the degree of control exercised over the Land or access to it, unless and until the Lender (or any such person) serves notice in writing on the Company expressly stipulating its intention to take possession.

5.3 The Lender shall be entitled to be paid the proceeds of any Insurance to which the Company is entitled (other than any indemnity against liability to a third party) and the Company hereby irrevocably instructs any insurer in respect of any such policy to pay such proceeds to the Lender and undertakes to the Lender to issue such further instructions to that effect as the Lender may require.

5.4 All moneys received in respect of any Insurance whatsoever (other than any indemnity against liability to a third party) shall, as the Lender in its sole discretion requires, be applied either in making good the loss or damage in respect of which the money is received or in or towards discharge of the Secured Liabilities.

6. DEMAND AND ENFORCEMENT

6.1 This Debenture shall become enforceable:

- (a)
- (b) upon any request being made by the Company to the Lender for the appointment of an administrator or a receiver or for the Lender to exercise any other power or right available to it;
- (c) upon the occurrence of any event referred to in clause 4.2, or any event causing the floating charge created by this Debenture to become fixed in relation to any Assets;
- (d) upon any demand being made by the Lender following a breach of any of the terms of the Settlement Agreement;
- (e) upon the passing of any resolution, or the presentation of a petition for winding up in relation to the Company;
- (f) upon the Company going into administration, or any application being made for an administration order, or any notice being given (by any person to any person) of an intention to appoint an administrator, in relation to the Company; or
- (g) upon any moratorium coming into effect in respect of all or any of the company's debts, or the Company taking any step with a view to obtaining such a moratorium.

6.2 Any demand for payment, and any other notice to be given by the Lender under this Debenture, shall be in writing and may be signed by any official of the Lender, and may be made or given at any place of business of the Company or at its registered office:

- (a) by delivering it to any such place; or
- (b) by sending it by first class post to any such place (in which case it shall be deemed received at 10 am on the next business day after posting, and proof of posting shall be proof of delivery); or

- (c) by sending it by fax to any of the Company's fax numbers (in which case it shall be deemed received when sent, and proof of sending shall be proof of receipt).

6.3 At any time after this Debenture has become enforceable the Lender may exercise, in respect of any Asset, the power of sale given to mortgagees by the Law of Property Act 1925. The restrictions imposed by Section 103 of that Act shall not apply, and the Lender may delegate the exercise of its power of sale to any Receiver or other person.

7. RECEIVERS AND ADMINISTRATORS

7.1 At any time after this Debenture has become enforceable, or if the Company so requests at any time, the Lender may (subject as provided below) appoint any person or persons to be a receiver or receivers ('the Receiver') of all or any part of the Assets hereby charged or to be an Administrator or Administrators of the Company. An appointment over part only of the Assets shall not preclude the Lender from making any subsequent appointment over any other part of the Assets.

7.2 The appointment of an Administrator or Receiver shall be in writing, and may be signed by any director on behalf of the Lender. Where more than one person is acting at any time as administrator, the Lender may in the same manner stipulate whether and to what extent they may act jointly or separately.

7.3 The Lender:

- (a) May not appoint a Receiver solely as a result of the obtaining of a moratorium (or anything done with a view to obtaining a moratorium) under Section 1A of the Insolvency Act 1986; and
- (b) May not appoint an administrative receiver (as defined in section 29(2) of that Act at any time while such an appointment is prohibited by Section 72A of that Act.

7.4 The Lender may from time to time determine the remuneration of the Receiver (which shall not be subject to the limit in the Law of Property Act 1925 Section 109(6)) and may (subject to the application of the Insolvency Act 1986 Section 45) remove any person from office in relation to all or any part of the Assets of which he is the Receiver and at any time (before or after any person shall have vacated office or ceased to act as Receiver in respect of any of the Assets) appoint a further or other receiver or receivers over all or any part of the Assets.

7.5 The Receiver shall be the agent of the Company (which shall be solely liable for his acts, defaults and remuneration) unless and until the Company goes into liquidation, whereafter he shall act as principal and shall not become the agent of the Lender, and the Receiver shall have and be entitled to exercise in relation to the Company all the powers set out in the Insolvency Act 1986 Schedule 1 (whether or not he is an administrative receiver) and in applying that Schedule:

- (a) the words 'he' and 'him' refer to the Receiver; and
- (b) references to the 'property of the company' are to the Assets over which the Receiver is appointed;

- (c) and, in particular, by way of addition to but without limiting such powers (and without prejudice to the Lender's powers), the Receiver shall have power to do the following things, namely: -
- (d) power to carry on or join with any person in carrying on any business (whether or not carried on by the Company prior to his appointment); and
- (e) power to maintain, repair, make safe, improve and develop any Land or other Asset, and to do all such other things as may in his opinion be necessary or desirable for maintaining or enhancing the value or marketability of any Asset.

8. POWER OF ATTORNEY

The Company hereby irrevocably and by way of security appoints the Lender (whether or not a Receiver has been appointed) and also (as a separate appointment) each Receiver severally as the attorney and attorneys of the Company with power to do any act, and execute and deliver any deed or other document, on behalf of and in the name of the Company, which the Company could be required to do or execute under any provision of this Debenture, or which the Lender in its sole opinion may consider necessary or desirable for perfecting the Lender's title to any of the Assets or enabling the Lender or the Receiver to exercise any of its or his rights or powers under this Debenture.

9. PAYMENT OF MONEYS

9.1 Any moneys received by the Receiver or the Lender 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:

- (a) in satisfaction of all costs, charges and expenses properly incurred and payments properly made by the Receiver and of the remuneration of the Receiver;
- (b) in or towards satisfaction of the Secured Liabilities in such order as the Lender may at its discretion require; and
- (c) as to the surplus (if any) to the person or persons entitled thereto.

9.2 The Lender may, without prejudice to any other rights it may have, at any time and from time to time place any moneys received, recovered or realised under or by virtue of this Debenture on a separate or suspense account to the credit either of the Company or of the Lender as the Lender shall think fit until the monies received, recovered or realised are sufficient to discharge the Secured Liabilities.

10. CONSOLIDATION

10.1 In addition to any rights of set off or otherwise which it may have, the Lender shall have the right at any time or times, without notice to the Company, to set off any liability or obligation owed to it by the Company against any liability or obligation owed by it to the Company, irrespective of the nature of such liabilities or obligations, or their terms, or due dates for payment.

10.2 The Lender's rights under clause 10.1 above apply:

- (a) whether or not any demand has been made hereunder, or any liability concerned has fallen due for payment;
- (b) whether or not any credit balance is immediately available or subject to any restriction;
- (c) in respect of any liabilities owed to the Lender by the Company, whether owed solely or jointly, certainly or contingently, presently or in the future, as principal or surety, and howsoever arising.

11. PROTECTION OF THIRD PARTIES

11.1 In favour of any purchaser, the statutory powers of sale and of appointing a receiver which are conferred upon the Lender, as varied and extended by this Debenture, and all other powers of the Lender, shall be deemed to arise and be exercisable immediately after the execution of this Debenture.

11.2 No purchaser from or other person dealing with the Lender, nor any person to whom it has delegated any of its powers, nor the Receiver, shall be concerned to enquire whether any of the powers which they have exercised has arisen or become exercisable, nor whether the Secured Liabilities remain outstanding, nor whether any event has happened to authorise the Receiver or the Lender to act or as to the propriety or validity 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.

11.3 The receipt of the Lender or the Receiver shall be an absolute and conclusive discharge to a purchaser or any other such person and shall relieve him of any obligation to see the application of any moneys paid to or by the direction of the Lender or the Receiver.

12. PROTECTION OF THE LENDER AND THE RECEIVER

12.1 Neither the Lender nor any Receiver shall be liable in respect of any loss or damage which arises out of the exercise, or attempted or purported exercise of, or the failure to exercise, any of their respective powers under this Debenture.

12.2 Without prejudice to any other provision of this Debenture, entry into possession of any Asset shall not render the Lender or the Receiver liable to account as mortgagee in possession, or to be liable for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable, and if and whenever the Lender or the Receiver enters into possession of any Asset they shall be entitled at any time it or he thinks fit to go out of such possession.

12.3 The Company shall indemnify and keep indemnified the Lender, every Receiver, and any person who acts as the servant, agent, delegate or attorney of any of them, against all claims, costs, expenses and liabilities which any of them may suffer or incur arising in any way out of the taking or holding of this Debenture, the exercise or purported exercise of any right, power,

authority or discretion given by it, or any other act or omission in relation to this Debenture or the Assets. The provisions of this clause 12 shall continue in full force and effect notwithstanding any release or discharge of this Debenture, or the discharge of any Receiver from office.

13. MISCELLANEOUS PROVISIONS

13.1 While this Debenture continues in force: -

- (a) no statutory or other power of granting or agreeing to grant or of accepting or agreeing to accept surrenders of leases or tenancies of the Land hereby charged or any part of it shall be capable of being exercised by the Company; and
- (b) the Company shall not be entitled to part with possession (otherwise than on the termination of any lease, tenancy or licence to it) of any Land, or to share occupation of any Land with any other person or persons, or to surrender any lease of Land or permit such a lease to be assigned or forfeited

without the prior written consent of the Lender.

13.2 The Law of Property Act 1925 Section 93 dealing with the consolidation of mortgages shall not apply to this Debenture.

13.3 The statutory powers of sale, leasing and accepting surrenders exercisable by the Lender are hereby extended so that the Lender may, either in its own name or in that of the Company:

- (a) grant a lease or leases (whether or not at a premium) of the whole or any part or parts of any Land owned by the Company, with such rights relating to other Land and containing such covenants on the part of the Company and generally on such terms and conditions as the Lender shall think fit (including the payment of money to a lessee or tenant on a surrender); and
- (b) accept a surrender of any lease on such terms as the Lender may think fit;

in either case, without any of the restrictions on such powers contained in the Law of Property Act 1925 Sections 99 and 100.

13.4 The rights powers and discretions given to the Lender in this Debenture:

- (a) may be exercised as often as, and in such manner as, the Lender thinks fit;
- (b) are cumulative, and are not exclusive of any of its rights under the general law;
- (c) may only be waived in writing and specifically, and any delay in exercising, or non-exercise of, any right is not a waiver of it.

13.5 If any provision of this Debenture is illegal, invalid or unenforceable in any jurisdiction, that shall not affect:

- (a) the validity or enforceability of any other provision, in any jurisdiction; or
- (b) the validity or enforceability of that particular provision, in any other jurisdiction.

- 13.6 All reasonable costs, charges and expenses incurred or paid by the Lender or by the Receiver in the exercise of any power or right given by this Debenture, or in relation to any consent requested by the Company, or in perfecting or enforcing or otherwise in connection with this Debenture or the Assets, including (without limitation) all moneys expended by the Lender under clause 5.2 above, all sums recoverable under clause 12.3 above, and of all proceedings for the enforcement of this Debenture or for obtaining payment of any moneys hereby secured, shall be recoverable from the Company on demand as debts, and shall bear interest until payment at the Interest Rate.
- 13.7 The Lender may from time to time seek from any other person having dealings with the Company such information about the Company and its affairs as the Lender may think fit and the Company hereby authorises and requests any such person to provide any such information to the Lender and agrees to provide such further authority in this regard as the Lender may from time to time require. The Company shall at its own cost at any time if so requested by the Lender appoint an accountant or firm of accountants nominated by the Lender to investigate the financial affairs of the Company and/or any Group Company and report to the Lender, and authorises the Lender itself at any time to make such appointment on behalf of the Company or on its own account as it shall think fit, and in every such case the fees and expenses of such accountant or firm shall be payable by the Company on demand and may be paid by the Lender on behalf of the Company.
- 13.8 The Lender may not assign this Debenture to any successor in title to any of the Secured Liabilities.
- 13.9 Any person entitled to this Deed by operation of Law may upon produce such evidence of its title as the Company may reasonably require be registered as a holder of this Deed and be subject to the conditions of this Deed as an assignee would be subject under clause 13.8 above.
- 13.10 This Debenture shall be governed by and construed in accordance with English Law, and the Company submits to the jurisdiction of the English Courts for the purposes of any dispute in relation to it.
- 13.11 The parties hereto acknowledge that the Administrators enter into this deed as agent for the Lender and without personal liability (whether arising under the Insolvency Act 1986 or otherwise howsoever) and are joining in this deed in their personal capacities solely for the purpose of receiving the benefit of the exclusions of liability and acknowledgments contained in this deed.

Schedule 1

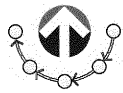
	<u>Address</u>	<u>Title Number</u>	<u>Plan Reference</u>
1.	<p>The parts of the Property forming part of the development at Crowton Mill, Ainsworth Lane, Crowton, Northwich, CW8 2RS known as</p> <ul style="list-style-type: none"> a) Plot A2 and shown edged in red and marked Plot A2; b) Plot A3 as shown edged in red and marked Plot A3; <p>Plot 6 as shown edged in red and marked Plot 6</p>	<p>Part of CH395601</p>	<p>Brook View Plot Plan Plan 1 of Sch 2</p>
2.	20 Britannia Way, Hadley, Telford, TF1 5PE	SL198322	None
3.	6 Grove Terrace, Helsby, Frodsham, WA6 0QG	CH551583	None
4.	<p>The parts of the Property forming part of the development at Chunal Works, Charlestown, Glossop, SK13 8LF the location of which is shown edged blue on the attached plan marked 'Peakdale Gardens – Apartment Location Plan' and known as</p> <ul style="list-style-type: none"> a) Plot 1 and shown edged red and marked Apartment 1 at lower ground floor level only b) Plot 2 and shown edged red and marked Apartment 2 at lower ground floor level only c) Plot 3 and shown edged red and marked Apartment 3 at ground floor level only d) Plot 4 and shown edged red and marked Apartment 4 at ground floor level only 	<p>Part of DY211017</p>	<p>Peakdale Gardens – Apartment Plan – Lower and Ground Floors Plan 2 of Sch 2</p>

	e) Plot 5 and shown edged red and marked Apartment 5 at ground floor level only		
6.	<p>The parts of the Property forming part of the development known as Peak Dale Gardens at Chunal Works, Charlestown, Glossop, SK13 8LF the location of which is shown edged blue on the attached plan marked 'Peakdale Gardens – Apartment Location Plan' and known as</p> <p>a) Plot 8 and shown edged red and marked Apartment 8 at first floor level only</p> <p>b) Plot 11 and shown edged red and marked Apartment 11 at second floor level only</p>	Part of DY211017	<p>Peakdale Gardens – Apartment Plan – First and Second Floors</p> <p>Plan 2 of Sch 2</p>
5.	<p>The Parts of the Property forming part of the development known as Peakdale Gardens at Charlestown Road, Glossop and known as</p> <p>a) Plot 70 and shown edged in red and numbered 70;</p> <p>b) Plot 71 and shown edged in red and numbered 71;</p> <p>c) Plot 82 and shown edged in red and numbered 82;</p> <p>d) Plot 83 and shown edged in red and numbered 83</p>	Part of DY405156	<p>Peakdale Gardens – Estate Plan 1</p> <p>Plan 4 of Sch 2</p>
6.	The Parts of the Property forming part of the development known as Peakdale Gardens at Charlestown Road, Glossop and known as Plot 69 and shown edged in red and numbered 69a	Part of DY405156	<p>Peakdale Gardens – Estate Plan 3</p> <p>Plan 5 of Sch 2</p>

Schedule 2

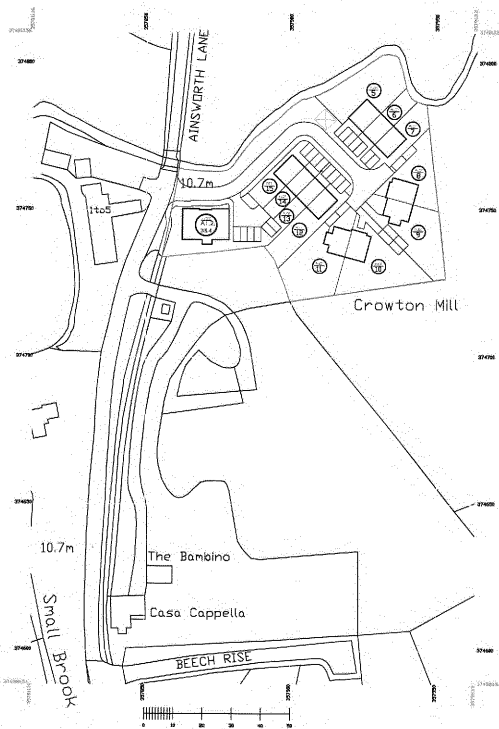
Plot Plans

Indicates
Management
Company land

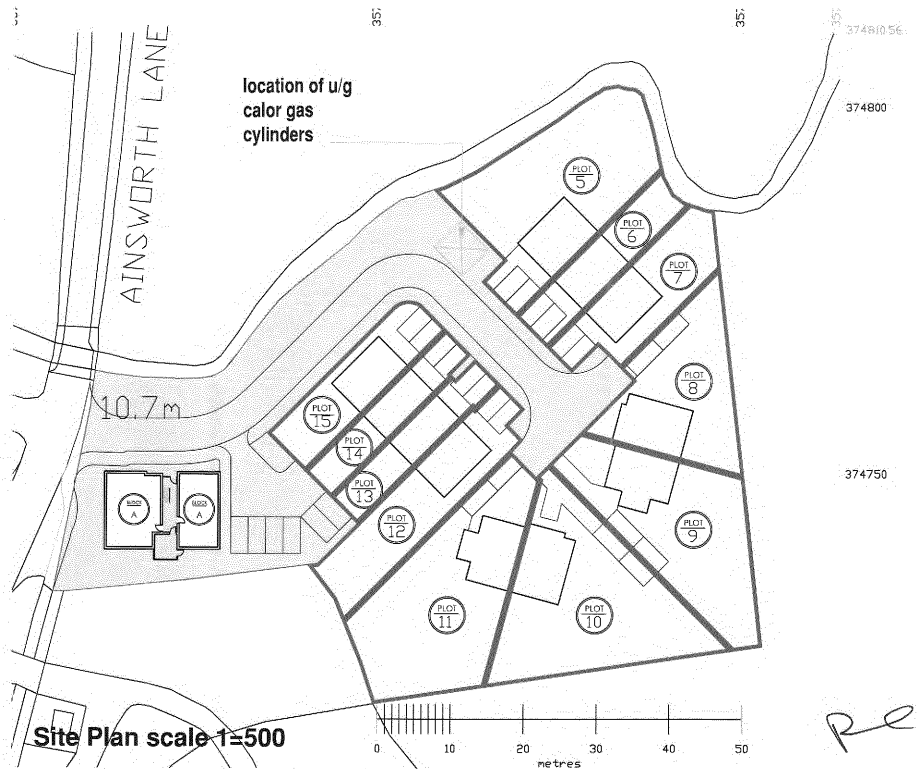


Brook View Plot Plan

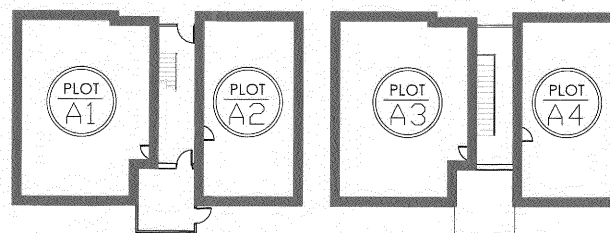
Plan 1 - Schedule 2



Location Plan scale 1=1250



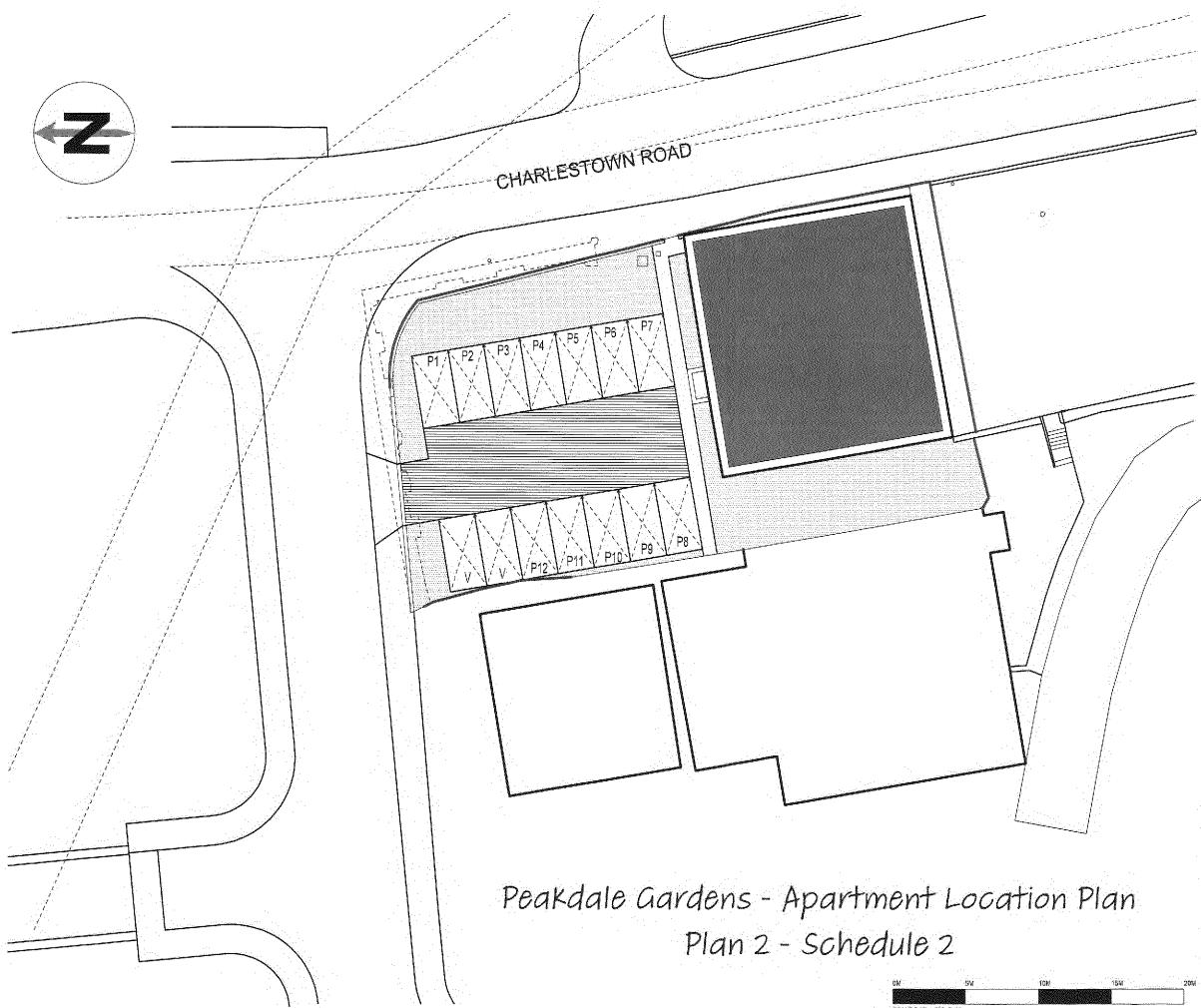
Site Plan scale 1=500



Block A - Ground Floor
scale 1=200

Block A - First Floor
scale 1=200

Rev.	Initials	Date
PROJECT: Crowton Mill, Ainsworth Lane, Crowton		
DRAWING TITLE: Plan 3 - Postal Plan		
CLIENT: Sherwood Homes		
SCALES ARCHITECTURE		
ARCHITECTURE		PLANNING
Preston Office:		T: 07541382789
5 Kings Drive, Fulwood, Preston, PR2 2HN		e-mail: info@scases.co.uk
DRAWING NUMBER:	REVISION:	DRAWN BY: I.S.
24- Postal Plan		
	SCALE @ A3:	as shown
	DATE:	Dec. '16



CLIENT	SHERWOOD HOMES
DRAWING TITLE	CONVEYANCE SITE PLAN
PROJECT	PROPOSED DEVELOPMENT AT THE FORMER CHARLESTOWN WORKS CHARLESTOWN ROAD GLOSSOP
DRAWING No.	018 / 05/ SPC
DRAWING DATE	JULY 2018
DRAWN BY	IKB
SCALE	1:250 @ A3

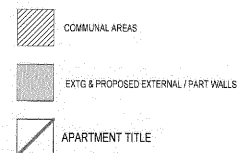
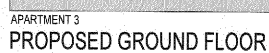
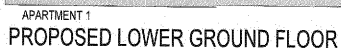


BARRATON
DESIGN STUDIO

BARRATON DESIGN STUDIO
UNIT 1
BRANCROFT FARM
BANKREY ROAD
AUSTERFIELD
DONCASTER
SOUTH YORKSHIRE
DN10 6EZ
TEL: 01302 771188
EMAIL: isa@barratondesign.com

PROPOSED SITE PLAN

Plan 3 - Schedule 2



PROPOSED LOWER & GROUND FLOOR

NAME	SHERWOOD HUSSES
PROJECT	LEGAL PLAN/CONVERSION
PROPOS	REPOSED 2 DEVELOPERS 4' INFLY POWER CHANGING ROAD POWER CHANGING ROAD E. 0.000P
DATE	018 / 05 / LP1
EVENT	MARCH 2018
LOCATION	IKB 1:100 A3

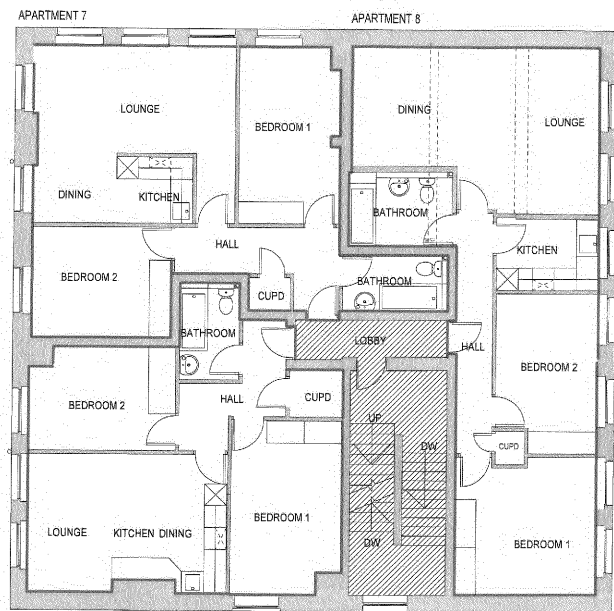


BARRATT
DESIGN STUDIO

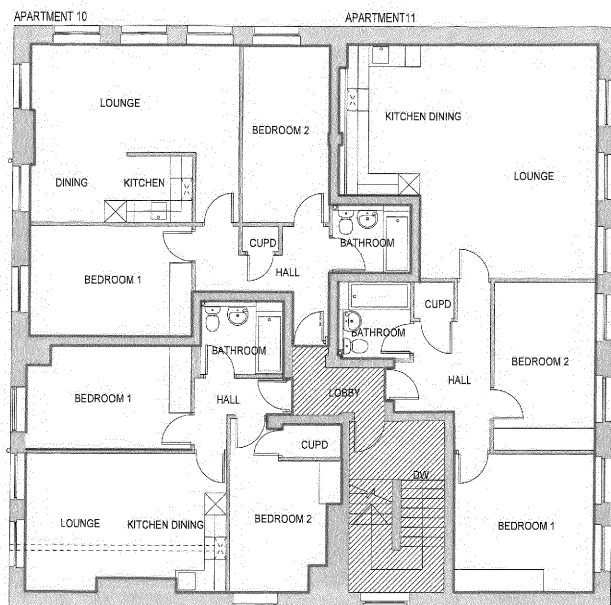
BARRETT DESIGN STUDIO
UNIT 1
BRANDY FARM
BARNET ROAD
BARNET
MIDDLESEX
ENGLAND
UNIT 1

TEL: 01932 711188
EMAIL: info@barrattdesign.co.uk

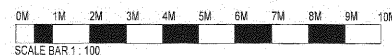
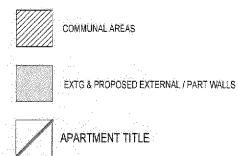
Peckdale Gardens - Apartment Plan - First and Second Floors
Plan 4 - Schedule 2



APARTMENT 6
PROPOSED FIRST FLOOR



APARTMENT 9
PROPOSED SECOND FLOOR



PROPOSED FIRST & SECOND FLOOR

NAME	SHERWOOD HOMES
PROJECTS	LEGAL PLAN COMMISSION
PROJECT	PROPOSED DEVELOPMENT AT THE FOUNTER CHAMLETTON HOUSES CHAMLETTON ROAD CHICHESTER
DATE	018 / 05 / LP2
DATE	MARCH 2018
FILED	FILED
IKB	1.162 AT A3

EP1 DY396554 & DY405156

Plots 44, 46, 47, 49 - 51, 55 - 64, 67, 70 - 78 & 80 - 85 (Circled in blue on the plan)

Approved on 23 January 2019



Peakdale Gardens - Estate Plan 1

Plan 5 - Schedule 2

Approximate position of title boundaries

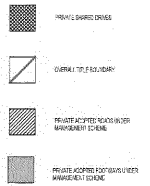
DY405156

DY396554

Approximate position of title boundaries

0M 10M 20M 30M 40M 50M
SCALE BAR 1:500

NOTE: Plans references affect, see title plan and register.



REVISIONS

EP1

CLIENT	SOUTHWORTH CONSTRUCTION
DRAWING TITLE	OVERALL CONVEYANCE PLAN PHASE 1
PROJECT	PROPOSED DEVELOPMENT AT CHARLESTON WORKS CHARLESTON ROAD CHARLESTOWN GLOSOP
DRAWING NO.	018/079 / OTP
DRAWING DATE	JANUARY 2019
DRAWN BY	IKB
SCALE	1:500 @ A2



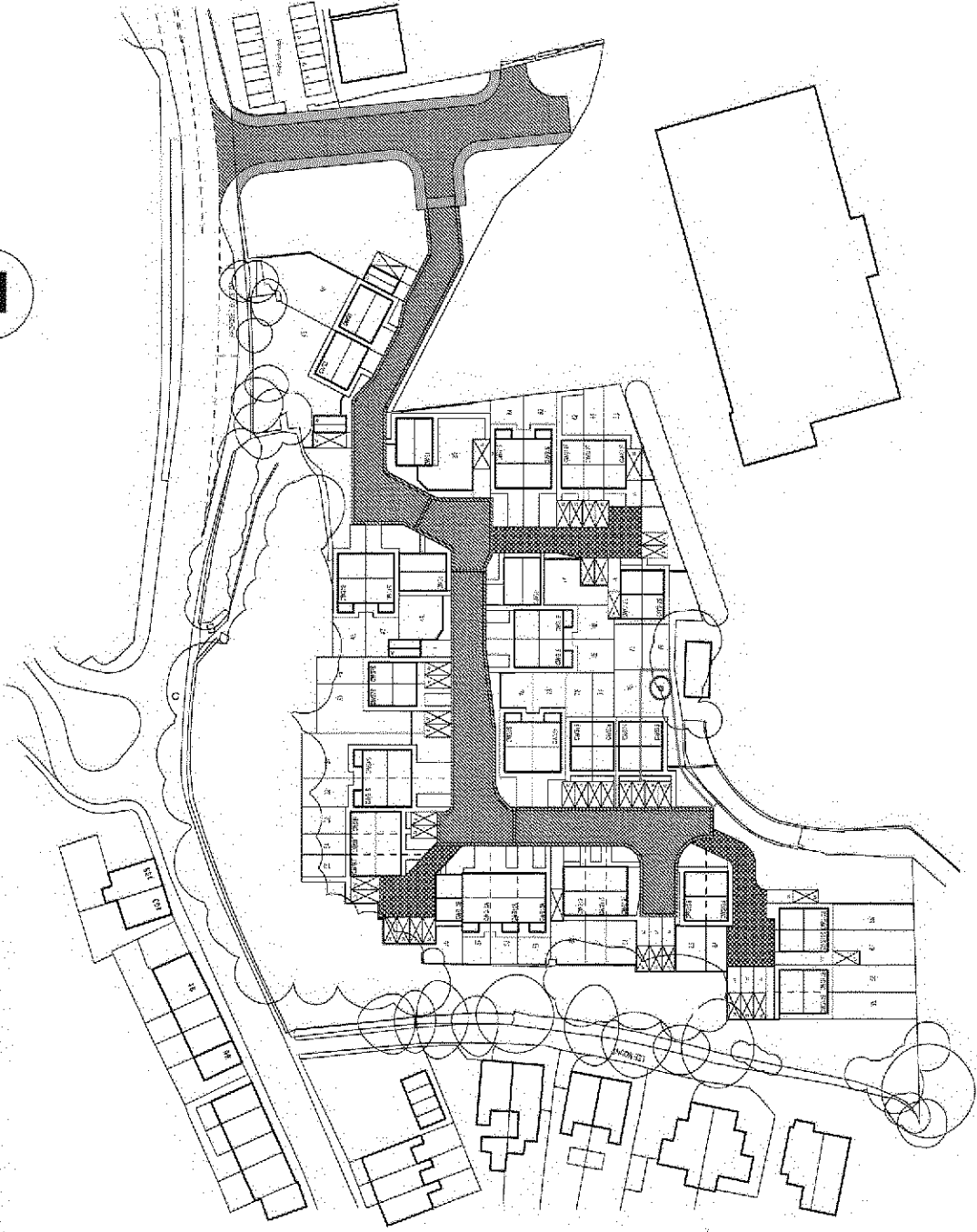
BARRATON
DESIGN STUDIO

BARRATON DESIGN STUDIO
UNIT 1
BRANCKFORD FARM
SAWTRY ROAD
AUSTERFIELD
DONCASTER
SOUTH YORKSHIRE
DN19 9EZ
TEL: 01302 771188
EMAIL: info@barratondesign.co.uk

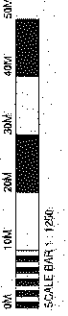
Peakdale Gardens - Estate Plan 3





Plan 6 - Schedule 2

Approved on 7 May 2019



NOTE: Plans reference affects, see title plan & register.



			
<p>100% Black</p>	<p>50% Black</p>	<p>25% Black</p>	<p>12.5% Black</p>

REVISIONS

SUBJECT:	SOUTHWORTH CONSTRUCTION
DRAWING TITLE:	FLAT 66 REAR GARDENS
PROJECT:	PROPOSED DEVELOPMENT AT CHARLESTON WORKS CHARLESTON ROAD CHARLESTOWN GLOSOP

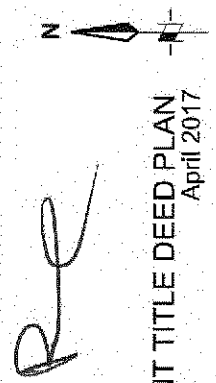
018/079/P69/A

AD WMS01 AUGUST 2018

[illegible]BARRATON
DESIGN STUDIO

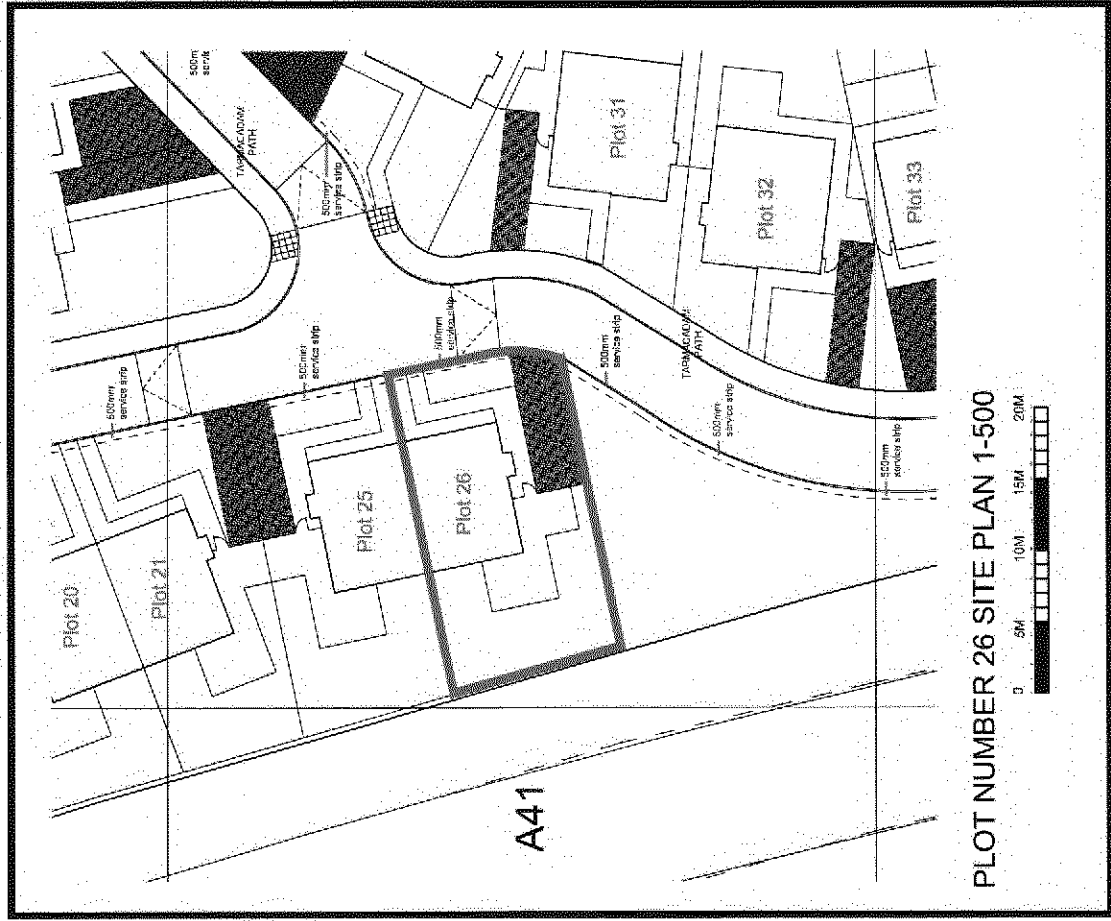
207-210-0100
3635 S. HILL
DOVER, OHIO 44605
TELEPHONE
RAWSON HON.
ARMED & DANGEROUS
UNIT

Age Group	Percentage
0	~10%
20M	~20%
40M	~30%
60M	~20%
80M	~10%



LAND REGISTRY COMPLIANT TITLE DEED PLAN
OS data license number 100047474
April 2017

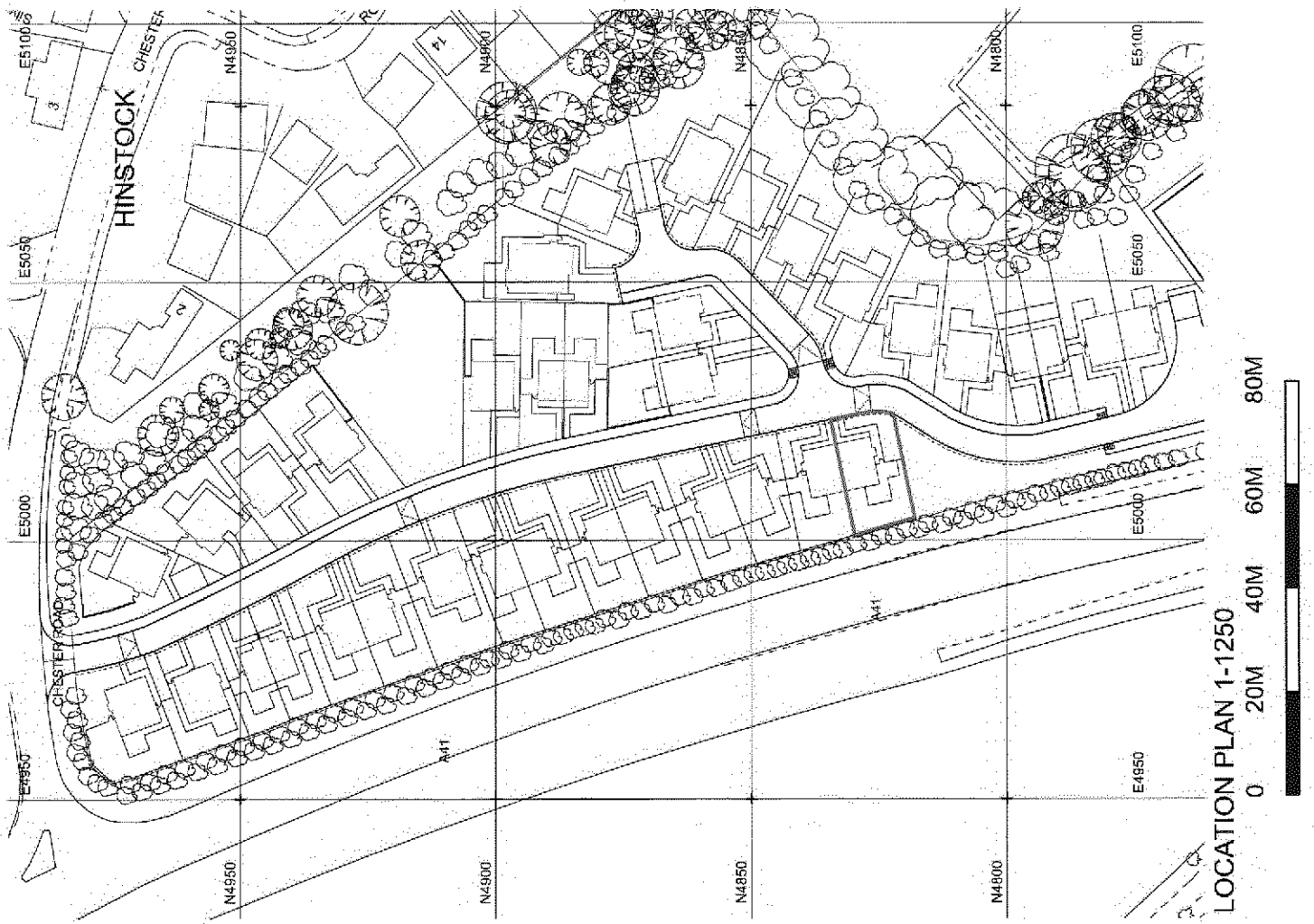
Hinstock Plot 26
Plan 8 - Schedule 2



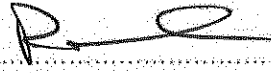
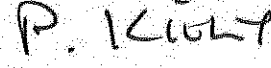
RC

N

LAND REGISTRY COMPLIANT TITLE DEED PLAN
OS data license number 100047474
April 2017



EXECUTED AND DELIVERED AS A DEED by the parties on the date which first appears in the Deed.

<p>EXECUTED (but not delivered until the date hereof) as a DEED by the Company acting by a director in the presence of:</p>	<p>)))</p>	<p> Director</p>
<p>Witness:</p>		<p> P. KILLY</p>
<p>Signature</p>		
<p>Name</p>		
<p>Address</p>		
<p>Occupation</p>		

<p>EXECUTED as (but not delivered until the date hereof) as a DEED by the Lender acting by one of its Joint Administrators pursuant to powers under the Insolvency Act 1986 and on behalf of the Administrators but without permission liability in the presence of:</p>	<p>))))))</p>	<p>..... Administrator</p>
<p>Witness:</p>		
<p>Signature</p>		
<p>Name</p>		
<p>Address</p>		

Occupation		
------------	--	--