

002825113

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006 as applied by  
The Limited Liability  
Partnerships (Application  
of Companies Act 2006)  
Regulations 2009

**LL MR01**

## Particulars of a charge created by a Limited Liability Partnership (LLP)



Companies House

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

You can use the WebFiling service to file this form online  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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

☒ **What this form is NOT for**  
You may not use this form to  
register a charge where the  
instrument Use form LL M

For further information, please  
contact at



A11

\*A3CP6ZVC\*

23/07/2014

COMPANIES HOUSE

#356

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


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

<b>1</b>	<b>LLP details</b>	For official use
LLP number	O C 3 8 7 5 8 4	<b>Filing in this form</b> Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
LLP name in full	ARROWCREST LLP	

<b>2</b>	<b>Charge creation date</b>
Charge creation date	d 2 d 1 m 0 m 7 y 2 y 0 y 1 y 4

<b>3</b>	<b>Names of persons, security agents or trustees entitled to the charge</b>
	Please show the names of each of the persons, security agents or trustees entitled to the charge
Name	PHILIP DUNCAN KNOWLES AND MICHAEL KNOWLES
Name	
Name	
Name	
If there are more than four names, please supply any four of these names then tick the statement below <input type="checkbox"/> I confirm that there are more than four persons, security agents or trustees entitled to the charge	

### Particulars of a charge created by a Limited Liability Partnership (LLP)

<b>4</b>	<b>Brief description</b>	<p>Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument</p>	<p>Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"</p> <p>Please limit the description to the available space</p>
	Brief description	LAND AND BUILDINGS LYING TO THE WEST OF OAKENBOTTOM ROAD, BOLTON	
<b>5</b>	<b>Other charge or fixed security</b>		
	<p>Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input checked="" type="checkbox"/> <b>Yes</b></p> <p><input type="checkbox"/> <b>No</b></p>		
<b>6</b>	<b>Floating charge</b>		
	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> <b>Yes</b> Continue</p> <p><input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b></p> <p>Is the floating charge expressed to cover all the property and undertaking of the LLP?</p> <p><input type="checkbox"/> <b>Yes</b></p>		
<b>7</b>	<b>Negative Pledge</b>		
	<p>Do any of the terms of the charge prohibit or restrict the LLP from creating further security that will rank equally with or ahead of the charge?</p> <p>Please tick the appropriate box</p> <p><input type="checkbox"/> <b>Yes</b></p> <p><input checked="" type="checkbox"/> <b>No</b></p>		
<b>8</b>	<b>Trustee statement <sup>①</sup></b>		
	<p>You may tick the box if the LLP named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge</p> <p><input type="checkbox"/></p>		<p><sup>①</sup> This statement may be filed after the registration of the charge (use form LL MR06)</p>
<b>9</b>	<b>Signature</b>		
	<p>Please sign the form here</p>		
Signature	<p>Signature</p> <p>X  X</p>		
<p>This form must be signed by a person with an interest in the charge</p>			

# LL MR01

Particulars of a charge created by a Limited Liability Partnership (LLP)



## Presenter information

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

Contact name IAIN TENQUIST

LLP name TQ PROPERTY LAWYERS

Address 54 CHURCH STREET

Post town LEIGH

County/Region LANCASHIRE

Postcode W N 7 1 A Z

Country

DX 22 508 LEIGH

Telephone 01942 671166



## Certificate

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



## Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



## Important information

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



## How to pay

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.



## Where to send

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

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

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

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



## Further information

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

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

OX



**FILE COPY**

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

LLP number: OC387584

Charge code. OC38 7584 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st July 2014 and created by ARROWCREST LLP was delivered pursuant to Part 25 of the Companies Act 2006 as applied by the Limited Liability Partnerships (Application of Companies Act 2006) Regulations 2009 on 23rd July 2014.

Given at Companies House, Cardiff on 30th July 2014



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

221076m TBA  
We hereby certify that  
this is a true copy of  
the original document

This LEGAL CHARGE is made as follows:-

1) THE DATE is 21/07/2014

2) THE PARTIES:

The Lender - Mr Philip Duncan Knowles and Mr Michael Knowles, 7 Axminster Drive, Bailiff Bridge, Brighouse, HD6 4FA

The Borrower - Arrowcrest LLP, Richmond House, 1 Bridge Street, Todmorden, Lancashire, OL14 5AQ

3) THE PROPERTY All that property described in the schedule hereto.

4) THE SECURED OBLIGATIONS

The obligations contained in Clause 4 are hereinafter collectively referred to as "The Secured Obligations".

4.1. The Legal Charge is security for the whole and each and every part of "The Debt". "The Debt" is all money and liabilities whatever, whenever and howsoever incurred, whether now or in the future, becoming due from the Borrower (or if there is more than one person or corporate entity comprising the Borrower, any and all of them) to the Lender.

4.2. The Debt includes:-

\* Further Advances.

\* Contingent liabilities.

\* Interest at the rate agreed between the Borrower and the Lender (or in the event of no such rate having been agreed) at the standard variable rate of the Lender from time to time, such interest to be paid (in the absence of a contrary agreement) monthly in arrears, the first payment to be made one calendar month after the date hereof. Interest as above applies before and after any demand or judgement.

\* Discount commission and other lawful charges and expenses compounded from time to time in accordance with any agreement between the Borrower and the Lender.

\* Any loss, cost or expenses arising from any breach or non-observance by the Borrower of any provision of this Legal Charge.

\* Costs, charges and expenses incurred in connection with the Legal Charge and any other sums agreed to be paid by the Borrower in accordance with the provisions of the Legal Charge.

\* Where the Borrower comprises more than one person or corporate entity, any of the above money or liabilities is due from any of them, whether or not the other(s) know about or consent to that money or liability being incurred.

4.3. The Debt does not include:-

\* Any monies and liabilities arising under a regulated consumer credit agreement falling within part V of the Consumer Credit Act 1974, unless specifically agreed between the Borrower and the Lender.

\* Any money and liabilities due from the Borrower on account of the liability of any person or corporation who is not a party to the Legal Charge, for example, under a guarantee.

4.4. The Borrower acknowledges that in the absence of express written agreement by the Lender to the contrary, any of The Debt is due and payable to the Lender on demand.

5) CHARGE

5.1. The Borrower with full title guarantee hereby:-

5.1. The Borrower with full title guaranteed hereby

2

5.1.1. Charges by the way of legal mortgage the property described in the schedule hereto together in all cases with all buildings structures, fixtures and fittings (including trade fixtures and fittings) and fixed plant and machinery and all related spare parts fuels, equipment and tools from time to time therein or thereon.

5.1.2. Charges all rights title and interest of the Borrower in any present or future insurances effected in respect of the mortgaged property (as defined below) the property and assets described in clauses 5.1.1 and 5.1.2 being referred herein to as the "Mortgaged Property".

5.2. Subject to the requirements of any person for the time being entitled to a permitted prior charge the Borrower will (upon the execution hereof or becoming possessed thereof at any time hereafter) deposit with the Lender and the Lender will be entitled to retain during the subsistence of the security constituted by this Legal Charge all deeds and other documents constituting or evidencing the title to the Mortgaged Property or any part thereof.

5.3. Without prejudice to the generality of the covenant for further assurance deemed to be included herein by virtue of section 76(1) (c) of the Law of Property Act 1925, the Borrower shall at any time at the Request of the Lender but at the cost of the Borrower promptly sign, seal, execute, deliver and do all deeds instruments, notices, documents, acts and things in such form as the Lender may from time to time require for perfecting or protecting the security constituted by or pursuant to this Legal Charge (or purported to be constituted by or pursuant to this Legal Charge) or for facilitating the realisation thereof and the exercise of all powers, authorities and discretions invested in the Lender.

## 6) INSURANCE

6.1 The Borrower hereby undertakes with the Lender that the Borrower will at all times during the subsistence of the security constituted by this Legal Charge comply with all covenants, undertakings and conditions as to the insurance of the Mortgaged Property or any part thereof imposed by the terms of any lease or agreement for lease under which the Borrower's estate or interest therein is derived and subject to the foregoing in so far as not prohibited by any such terms the Borrower shall -

6.1.1. Cause the property and any other fixtures, fixed plant and machinery forming part of the Mortgaged Property to be insured and kept insured with an insurance office or with underwriters approved by the Lender, against loss or damage by fire and all such other risks and contingencies as the Lender shall stipulate to the full reinstatement value thereof and shall be effected in the joint names of the Borrower and the Lender or if the Lender shall so agree the Borrower shall ensure that the interest of the Lender is noted by endorsement on the policy/ies of insurance relating thereto. Any such policy/ies shall if the Lender so require contain loss, payee and mortgagee protection clauses in terms approved by the Lender

6.1.2. Duly and punctually pay all premiums and other monies payable under all such insurances as aforesaid and promptly upon request by the Lender produce to the Lender receipts therefore or other evidence of the payment thereof.

6.1.3 If so required by the Lender deposit all policies and other contracts of insurance relating to the Mortgaged Property or any part thereof with the Lender or produce the same to the Lender for inspection.

6.2 If the Borrower does not comply with clause 6.1 it shall be lawful for the Lender but not obligatory on the Lender to effect or renew any such insurance as is mentioned in clause 6.1 either in its own name and that of the Borrowers jointly or in the name of the Borrower with an endorsement of the Lenders interest. The monies expended by the Lender on so effecting or renewing such insurance shall be reimbursed by the Borrower to the Lender on demand and until so reimbursed shall carry interest as mentioned in clause 4.2 from the date of payment to the date of such reimbursement

6.3. All claims and monies received or receivable under any such insurance as aforesaid shall (subject to the rights and claims of any person entitled to the benefit of any prior charge or any lesser of any part of the Mortgaged Property) be paid to the Lender and pending such payment shall be held by the Borrower on trust for the Lender and shall be applied by the Borrower in repaying or reducing the Secured Obligations or if the Lender shall so require in repairing, replacing, restoring or rebuilding the property damaged or destroyed

## 7) PROHIBITION ON GRANT OF LEASES

7.1. The Borrower hereby undertakes with the Lender that at no time during the subsistence of the security constituted by

this Legal Charge will the Borrower except without the prior written consent of the Lender and in accordance with any conditions that may be attached to such consent:-

7.1.1. Execute or agree to execute any conveyance transfer or assignment of the Mortgaged Property (in this clause meaning the whole and any part thereof) or part with or otherwise dispose of any interest of the Borrower in or relating to the Mortgaged Property or grant any easements or rights over the Mortgaged Property or allow any other person or corporation to be registered as proprietor under the Land Registration Acts 1925 to 2002 of the Mortgaged Property or any interest therein or create or permit to arise any overriding interest (as defined in the said Acts) in or over the Mortgaged Property or create any onerous or restrictive covenant or obligation over the Mortgaged Property and the Borrower agrees to the entry of the following restriction in proprietorship register of the title to the Mortgaged Property. "No disposition of the registered estate by the proprietor of the of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge in favour of the Lender, or, if appropriate, signed on such proprietors behalf by its conveyancer

7.1.2. Exercise any of the powers reserved to a mortgagor by sections 99 and 100 of the Law of Property Act 1925 or otherwise grant or agree to grant or tenancy of the Mortgaged Property or any part thereof or accept or agree to accept a surrender of any lease or tenancy thereof; or

7.1.3. Give any consent, licence or agreement whether expressly or by conduct to any assignment of any lease or tenancy of Mortgaged Property or to any sub-letting under any such lease or tenancy or to the assignment of any sub-lease or sub-tenancy of the Mortgaged Property or any part thereof.

#### 8) REPAIRING COVENANT

8.1 The Borrower hereby undertakes with the Lender that the Borrower will at all times during the subsistence of the security constituted by this Legal Charge:-

8.1.1. Repair and keep in good and substantial repair all buildings and other erections, trade and other fixtures and fixed plant and machinery at any time forming part of the Mortgaged Property and not at any time (except in the ordinary course of repair, maintenance and improvement) demolish, pull down, remove or dismantle any of the foregoing without the prior consent in writing of the Lender;

8.1.2. Permit the Lender and any person authorised by it to enter the Mortgaged Property or any part thereof at any reasonable hour to view or survey the state and condition of all or any of the buildings and other erections, trade and other fixtures and the fixed plant and machinery forming part thereof; and

8.1.3. Forthwith after being required to do so by the Lender make good any want of repair in such buildings other erections, trade and other fixtures and fixed plant and machinery

8.2. The Borrower undertakes with the Lender not to without the previous consent in writing of the Lender to make any substantial alteration or addition to the Mortgaged Property.

#### 9) COMPLIANCE WITH COVENANTS

The Borrower hereby undertakes with the Lender that the Borrower will at all times during the subsistence of the security constituted by the Legal Charge:-

9.1. Observe and perform the covenants and other provisions contained in any lease under which the whole or any part of the Mortgaged Property shall be held and without prejudice to the generality of the foregoing take no step whatsoever whereby any such lease may be forfeited or the rent payable thereunder may be increased or omit to do anything if such omission may result in such forfeiture or increase in rent;

9.2. Observe and perform all restrictive and other covenants and stipulations for the time being affecting any part of the Mortgaged Property or the use or enjoyment of any part thereof;

9.3. Comply with all requirements of the Town and Country Planning Acts and all building and other regulations and by-laws so far in each case as the same affect any land or buildings forming part of the Mortgaged Property or the user thereof.

#### 10) THE LENDERS RIGHT TO ENTER AND REPAIR

If at any time the Borrower shall fail or shall be believed by the Lender to have failed to perform any of the undertakings contained in clauses 8 or 9 it shall be lawful for the Lender but the Lender shall be under no obligation to enter the Mortgaged Property or any part thereof with agents appointed by it and architects, contractors, workmen and others and to execute such works and do such other things as may in the opinion of the Lender be required to remedy such failure and to take such other steps on or in relation to the Mortgage Property or any part thereof (including without limitation the payment of money) as may in the opinion of the Lender be required to remedy such failure. The cost to the Lender of such works and steps shall be reimbursed by the mortgagor to the Lender on demand and until so reimbursed shall carry interest as mentioned in clause 4.2. from the date of payment to the date of reimbursement. No exercise by the Lender of its powers under the clause shall render the Lender liable to account as a mortgagee in possession.

#### 11) THE LENDERS POWERS OF SALE AND LEASING

11.1 Section 103 of the Law of Property Act 1925 shall not restrict the exercise by the Lender of the statutory power of sale conferred on it by section 101 of such act which power shall arise and may be exercised by the Lender at any time in relation to any part of the Mortgaged Property after the Lender shall have demanded the payment or discharge by the Borrower of all or any of the Secured Obligations and the provisions of the said act relating to any regulation the exercise of the said power of sale shall so far as they relate to the security constituted by this Legal Charge be varied or extended accordingly.

11.2. The statutory powers of leasing, letting, entering into agreements for leases or lettings and accepting and agreeing to accept surrender of lease conferred by sections 99 and 100 of the Law of Property Act 1925 shall be exercisable by the Lender at any time after the Lender shall have demanded the payment or discharge by the Borrower of all or any of the Secured Obligations and whether or not the Lender shall then be in possession of that part of the Mortgaged Property proposed to be leased so as to authorise the Lender to make a lease or agreement for lease at a premium and for any length of term and generally without any restriction on the kinds of leases and agreements for lease that the Lender may make and generally without the necessity for the Lender to comply with any restrictions imposed by or any other provisions of the said sections 99 and 100. The Lender may delegate such powers to any person but no such delegation shall preclude the subsequent exercise of any such powers by the Lender itself or a subsequent delegation by the Lender to any other person and any such delegation may be revoked by the Lender at any time.

#### 12) CONSOLIDATION OF SECURITIES

Sub-section (1) of section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge.

#### 13) REMOVAL OF CHATTELS

13.1 At any time after having taken possession of any part of the Mortgaged Property the Lender may dispose of store and sell any chattels found on the Mortgaged Property and (without prejudice to the obligation to account for the proceeds of any sale of such chattels) the Lender shall be indemnified by the Borrower against any liability arising from such disposal, storage or sale.

13.2. Nothing herein contained shall give the Lender any right in respect of such chattels or the proceeds of sale thereof which would constitute this Legal Charge as a bill of sale.

#### 14) POWER OF ATTORNEY

14.1 The Borrower hereby irrevocably appoints the following, namely;

(i) The Lender

(ii) Each and every other person to whom the Lender shall from time to time have delegated the exercise of the power of attorney conferred by this clause, and

(iii) Jointly and also and also severally to be the attorney or attorneys of the Borrower and in the Borrower's name and otherwise on the Borrower's behalf and as the Borrowers act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required (or which the Lender shall consider requisite).



14.1.1. For carrying out any obligation imposed on the Borrower by or pursuant to this Legal Charge (including but not limited to the obligations of the Borrower under clause 2.3 under the covenant for further assurance deemed to be included herein by virtue of section 76 (1) (c) of the Law of Property Act 1925.

14.1.2. For conveying or transferring any legal or other estate or interest in land and carrying any sale, lease or other dealing by the Lender or such receiver into effect;

14.1.3. For getting in the Mortgaged Property or any part thereof;

14.1.4. and generally for enabling the Lender and the Receiver to exercise the respective powers conferred on them by this Legal Charge.

14.2. The Lender shall have full power to delegate the power conferred on it by clause 14.1, but no such delegation by the Lender to any person shall preclude the subsequent exercise of such power by the Lender itself or any subsequent delegation thereof by the Lender to any other person and the Lender may revoke any such delegation at any time.

14.3. The Borrower shall ratify and confirm all transactions entered into by the Lender or such delegate of the Lender in the exercise or purported exercise of the Lender powers and all transactions entered into documents executed and things done by the Lender or such delegate of such Receiver by virtue of the power of attorney given by clause 14.1 and 14.2

14.4. The power of attorney hereby granted is as regards the Lender its delegates ( and as the Borrower hereby acknowledges) granted irrevocably and for value as part of the security constituted by this Legal Charge to secure proprietary interests of and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971

#### 15) RECEIVER

15.1. The Lender has the right to appoint any person or persons as receiver to manage the property. The Lender must make the appointment in writing. The Receiver may be an employee or anyone else known to the Lender. The Lender has the right to decide what the Receiver will be paid and to change the Receiver any time and to appoint another one, at its reasonable discretion. The Receiver will act as the agent of the Borrower. The Borrower alone will be responsible for paying the Receiver's fees and anything the Receiver does, or fails to do, as an agent acting on his behalf

15.2. The Receiver will have all of the powers of a Receiver appointed under The Law of Property Act 1925. In addition the Receiver will have the power to do the following, in the name of and on behalf of the Borrower, whenever and however he sees fit

15.3. In connection with the Property the Receiver may:

- Enter and take legal possession of it.
- Start or complete building work.
- Take over any building contract or contract with a professional firm, company or individual which the Borrower has entered into.
- Enter into a new contract for building work or a contract with a professional firm, company or individual.
- Assign and obtain planning permissions, building regulation approvals and any other consents or licenses
- Borrow money using the Property as security or not.
- Manage, decorate or furnish the Property
- If it is a leasehold property, agree to change the terms of the lease or surrender it, and or arrange a new lease. If the Receiver agrees to a new lease, the Lender's security for the mortgage will automatically transfer to the new lease and the Receiver may arrange, whatever formal legal charge on it the Lender requires.
- Sell, let, lease and grant licenses or users' rights and change the terms of or end leases, tenancies, licenses or users' rights
- Make any deals, arrangements or compromises he thinks fit.
- Carry out repairs, maintenance, improvements or alterations to the property.
- Appoint, employ, pay and dismiss staff, contractors and agents.
- Sell any of the fixtures on their own or together with the Property.

- Do anything the Lender has power to do under this Legal Charge.
- Insure the Property for such amounts and against such risks and through such agency as he shall think fit.
- Exercise full powers and authorities as the Lender shall think fit to confer and so that the Lender may confer any powers and authorities which it could give if it were the absolute owner of the Property.
- Remove, store, sell, preserve or otherwise dispose of any furniture or goods which the Borrower fails to remove
- Pay any interest, costs or fees.
- Generally to manage the Property and to do anything else (whether similar or not to any of the foregoing) which may be reasonably considered to be incidental or conducive to any of the matters or powers which a Receiver lawfully may do
- Take any proceedings in the Borrower's name or otherwise as may seem expedient.
- Do anything else the law allows in connection with the Property.

15.4. The Receiver does not have the authority to do anything the Lender specifically excludes in writing at the time he is appointed or afterwards

15.5. The net proceeds arising from the exercise of the powers of the Receiver shall, subject to any claims ranking in priority to the Lender's, be used to pay in the following order:

- First the amount of all costs, interest, charges, fees and expenses incurred and payment made by the Receiver in connection with or incidental to or as a result of the exercise of his powers and the costs, charges and expenses of and incidental to his appointment.
- Second the remuneration of the Receiver.
- Third, all other sums secured by this Legal Charge in such order as the Lender may determine.
- Fourth the claims of those entitled to any surplus.

15.6 Sections 109 (6) and (8) of The Law of Property Act 1925 (relating to the fees of a Receiver) shall not apply

15.7 The Receiver's powers do not affect any of the Lender's rights under the Mortgage. The Lender has all the same powers as a Receiver, whether or not it has appointed one.

## 16) PROTECTION OF PURCHASERS

No purchaser or other person dealing with the Lender or its delegate or any Receiver appointed hereunder shall be bound to see or enquire whether the right of the Lender or such Receiver to exercise any of its or his powers has arisen or has become exercisable or be concerned with any notice to the contrary or be concerned to see whether any delegation by the Lender shall have lapsed for any reason or been revoked.

## 17) EFFECTIVENESS OF SECURITY

17.1. This Legal Charge shall be in addition to and shall be independent of every other security which the Lender may at any time hold for any of the Secured Obligations. No prior security held by the Lender over the whole or any part of the Mortgaged Property shall merge in the security hereby constituted.

17.2. This Legal Charge shall remain in full force and effect as a continuing security unless and until the Lender discharges it

17.3. Nothing contained within this Legal Charge is intended to or shall operate so as to prejudice or affect any bill, note, guarantee, mortgage, pledge, charge or other security of any kind whatsoever which the Lender may have for the Secured Obligations or any of them or any right, remedy or privilege of the Lender thereunder.

## 18) REMEDIES TIME OR INDULGENCE

18.1 The rights, powers and remedies provided by this Legal Charge are cumulative and are not nor are they to be construed as exclusive of any rights, powers and remedies provided by law.

18.2 No failure on the part of the Lender to exercise or delay on its part in exercising any of the rights, powers and remedies provided by this Legal Charge or by law (collectively "the Lenders Rights") shall operate as a waiver thereof nor

shall any single or partial waiver of any of the Lenders Rights preclude any further or other exercise of that one of the Lenders Rights concerned or the exercise of any other of the Lenders Rights.

18.3. The Lender may in its discretion grant time or other indulgence or make any other arrangement, variation or release with any person(s) not (a) party/ies hereto (irrespective of whether such person(s) is/are jointly liable with the Borrower) in respect of the Secured Obligations or in any way affecting or concerning them or any of them in respect of any security for the Secured Obligations or any of them without in any such case prejudicing, affecting or impairing the security hereby constituted or any of the Lenders Rights or the exercise of the same or any indebtedness or other liability of the Borrower to the Lender.

18.4. Where two or more persons are comprised in the expression "The Borrower" the Lender shall be at liberty to release or discharge anyone or more of them from any liability under this Legal Charge or in respect of his or their interest in the Mortgaged Property or to take any composition from or make any other arrangement or variation with any one or more of them without thereby releasing or discharging any other or others of them or otherwise prejudicing or affecting its rights or remedies against any other or others of them or the Mortgaged Property.

#### 19) COSTS CHARGES AND EXPENSES

19.1. All costs, charges and expenses of the Lender incurred in the exercise of the Lenders Rights or in connection with the execution of or otherwise in relation to this Legal Charge or in connection with the perfection of enforcement of the security hereby constituted or any other security held by the Lender for the Secured Obligations or any guarantee to the Lender in respect thereof shall be reimbursed to the Lender by the Borrower on demand on a full indemnity basis.

19.2. Without prejudice to the generality of clause 19.1 the Borrower hereby undertakes to indemnify the Lender (and by way of separate undertaking any Receiver appointed by the Lender hereunder) against all existing and future rents, rates, taxes, duties, charges, assessments, impositions and outgoings whatsoever (whether imposed by deed or statute or otherwise and whether of the nature of capital or revenue and even though of a wholly novel character) now or at any time hereafter payable in respect of the Mortgaged Property or any part thereof or by the owner or occupier thereof.

#### 20) NOTICES

20.1. Any notice or demand requiring to be served on the Borrower by the Lender hereunder may (if the Borrower shall be an individual) be served on the Borrower personally or by being left at the last address of the Borrower known to the Lender or by posting the same letter addressed to the Borrower at such address.

20.2. Any notice or demand sent by post with clause 20.1 or 20.2 shall be deemed to have been served on the Borrower at 10-00 a.m. British Standard Time on the business day next following on the date of posting. In proving such service by post it shall be sufficient to show that the letter containing the notice or demand was properly addressed and posted and such proof of service shall be effective notwithstanding that the letter was in fact not delivered or was returned undelivered.

20.3. If the Borrower shall be two or more persons any demand or notice served on one of them (or deemed to have been so served) shall be regarded as effectively served on the other or others of them.

20.4. The Borrower shall be or include and include an individual who shall have died and if at the material time there shall not have been granted or issued or the Lender shall not have received a copy of the Probate of his Will or of letters of administration of his estate and in either such case the Lender shall not have received any notification in writing of an address for communications with his personal representatives any notice or demand hereunder by the Lender may be served in the same manner as if the Borrower were still living and as if his address were the last known to the Lender prior to his death.

#### 21) LAW AND JURISDICTION

This Legal Charge shall be governed by and construed in accordance with the laws of England and the Borrower hereby irrevocably submits to the non-exclusive jurisdiction of the English Courts.

#### 22) PROVISIONS SEVERABLE

Each of the provisions contained in this Legal Charge shall be severable and distinct from one another and if at any time

one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, the legality and the enforceability of each of the remaining provisions of this Legal Charge shall not in any way be affected, prejudiced or impaired thereby.

### 23) THE LENDERS DISCRETIONS

Any liberty or power which may be exercised or any determination which may be made hereunder by the Lender may be exercised or made in the absolute and unfettered discretion of the Lender which shall not be under any obligation to give reasons therefore.

### 24) ASSIGNMENT

The Lender shall have full and unfettered right to assign the whole or any part of the benefit of this Legal Charge and the expression "The Lender" wherever used herein shall be deemed to include the assignees and other successors whether immediate or derivative of the Lender who shall be entitled to enforce and proceed upon this Legal Charge in the same manner as if named herein. The Lender shall be entitled to impart any information concerning the Borrower and/or the Mortgaged Property to any such assignee or other successor or any participant or proposed assignee, successor or participant.

### 25) INTERPRETATION

25.1 Any reference herein to any statute or to any provisions of any statute shall be construed as a reference to any statutory modification or re-enactment thereof and to any regulations or orders made thereunder and from time to time in force

25.2 Where "The Borrower" comprises two or more persons the obligations hereby undertaken by the Borrower shall be deemed to be the act or default of both or all of them and this Legal Charge shall be a security for all monies and other liabilities due owing or incurred by each of them to the Lender whether solely or jointly with another or other of them with any person(s) not being one of them and the expression "The Secured Obligations" shall be construed accordingly.

25.3 Where the Borrower is or includes one or more individuals the expression "The Borrower" shall save where the context otherwise requires include his or their personal representative(s).

25.4. Section 61 of the Law of Property Act 1925 shall apply to the construction of this Legal Charge.

25.5 The clause headings shall not affect the construction hereof.

25.6 Words importing the masculine gender also include the feminine gender and words importing the singular number include the plural number.

SIGNED AS A DEED by

Signed on behalf of Arrowcrest LLP acting as partner  (Signature) Simon Macer (Printed Name)

Signed on behalf of Arrowcrest LLP acting as partner  (Signature) David Brewster (Printed Name)

Signed on behalf of Arrowcrest LLP acting as partner  (Signature) Peter Westwell (Printed Name)

In the presence of:-

 (Witness Signature)

Witness Address

111 Church St High

Witness Occupation

Solicitor

**SCHEDULE**  
**Unregistered Land**

The freehold / leasehold properties comprised in the following documents

<u>Description of Property</u>	<u>Date of Document</u>	<u>Document</u>	<u>Parties</u>
--------------------------------	-------------------------	-----------------	----------------

**Registered Land**

<u>Description of Property</u>	<u>County &amp; District / London Borough</u>	<u>Title No</u>
Land and buildings lying to the west of Oakenbottom Road, Bolton	Greater Manchester	GM 950 870