



**Registration of a Charge**

Company Name: **COUNTRYSIDE PROPERTIES (UK) LIMITED**

Company Number: **00614864**



Received for filing in Electronic Format on the: **22/12/2023**

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**Details of Charge**

Date of creation: **21/12/2023**

Charge code: **0061 4864 1188**

Persons entitled: **BLACKBURN WITH DARWEN BOROUGH COUNCIL  
JAMES CHRISTOPHER CUMMINS  
LYNNE JAYNE CUMMINS  
WILLIAM JOHN ENTWISLE**

**There are more than four persons entitled to the charge.**

Brief description: **LAND AT HOLDEN FOLD, DARWEN**

**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: **DAC BEACHCROFT LLP**



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

Company number: 614864

Charge code: 0061 4864 1188

The Registrar of Companies for England and Wales hereby certifies that a charge dated 21st December 2023 and created by COUNTRYSIDE PROPERTIES (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd December 2023 .

Given at Companies House, Cardiff on 29th December 2023

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**



WOODCOCKS  
HAWORTH  
& NUTTALL

DATED 21 December 2023

- (1) COUNTRYSIDE PROPERTIES (UK) LIMITED
- (2) BLACKBURN WITH DARWEN BOROUGH COUNCIL;  
JAMES CHRISTOPHER CUMMINS AND LYNNE JAYNE CUMMINS;  
WILLIAM JOHN ENTWISLE; SHAUN EDWARD ENTWISLE; IAN DAVID  
ENTWISLE; JAYNE MARIE CUFFE  
DAWN CHRISTINE COONEY  
SIMON JOHN MALLORD AND CATHERINE SARAH MALLORD  
KEITH GORDON BAGOT; STUART PAUL MAHER AND ELTON SHAUN  
ASHWORTH

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## LEGAL CHARGE

relating to

LAND AT HOLDEN FOLD, DARWEN

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Woodcocks Haworth & Nuttall

31 King Street, Clitheroe, Lancashire, BB7 2EU

Ref: NBP / 108887.007

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DATE: 21 December 2023

**PARTIES:**

- (1) **COUNTRYSIDE PROPERTIES (UK) LIMITED** incorporated and registered in England and Wales with company number 00614864 whose registered office is at Countryside House, The Drive, Brentwood, Essex, CM13 3AT (**Chargor**)
- (2) **BLACKBURN WITH DARWEN BOROUGH COUNCIL** of Town Hall, Blackburn, Lancashire and **JAMES CHRISTOPHER CUMMINS** and **LYNNE JAYNE CUMMINS** of Manor House Farm Cottage, Roman Road, Eccleshill, Darwen, Lancashire, BB3 3PJ; **WILLIAM JOHN ENTWISLE** of 2 Willowbank Lane, Darwen BB3 1NX and **SHAUN EDWARD ENTWISLE** of 33 Key View, Darwen BB3 2JG and **IAN DAVID ENTWISLE** of ~~Middle Lodge, Lindfield Road, Ardingly, Haywards Heath RH17 6TS~~ and **JAYNE MARIE CUFFE** of 1 Niagara Court, Carmel, New York 01512, United States of America; **DAWN CHRISTINE COONEY** of Willellen, Knowle Fold, Darwen, Lancashire BB3 0EQ; **SIMON JOHN MALLORD** and **CATHERINE SARAH MALLORD** of Knowle Cottage, Knowle Fold, Darwen BB3 0EQ; **KEITH GORDON BAGOT**, **STUART PAUL MAHER** and **ELTON SHAUN ASHWORTH** all of Steele & Son, 2-4 Castlegate, Clitheroe BB7 1AZ (**Chargee**)

\* Valley Farm  
Danehill Lane  
Horsted Keynes  
RH17 7BP

DACB

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this legal charge the following definitions will apply:

**Agreed Proportions**

the agreed proportions as defined in the Contract;

**Business Day**

any day (other than a Saturday, Sunday or public holiday) during which clearing banks in the City of London are open for normal business;

**Charged Assets**

the Property

**Chargee's Solicitors**

Woodcocks Haworth & Nuttall of 31 King Street, Clitheroe, BB7 2EU (Reference: NBP/108887.007) or such other firm as is notified to the Chargor from time to time;

**Chargor's Solicitors**

DAC Beachcroft LLP of 3 Hardman Street, Manchester, M3 3HF (Ref: DANK/ VIP011-2138977) or such other firm as is notified to the Chargee from time to time;

**Completed Unit**

a single dwelling including any curtilage together with associated private driveways, garage or access for which:-

- (a) contracts have been exchanged and completion of the sale takes place; and
- (b) an NHBC or similar warranty provider cover note has been provided; and
- (c) a building regulation certificate has been issued.

**Contract**

the contract for sale of the Property dated [21] day of [December] 2023 and entered into between (1) the Chargee and (2) the Chargor;

**Deferred Payment**

the payments to be paid in accordance with clause 13.2 of the Contract as adjusted in accordance with the other provisions of the Contract and this legal charge which is due to the Chargee in the Agreed Proportions;

**Disposal**

includes any sale or transfer or assent or assignment sublet or part with or share possession and **Dispose** shall be interpreted accordingly;

**Due Date**

the date that the Deferred Payments are payable by the Chargor pursuant to the terms of the Contract subject to any payments due in respect of the Release of a Completed Unit pursuant to clause 4.1.2;

**Encumbrance**

a fixed mortgage or charge, pledge, lien, assignment by way of security or other security interest securing any obligation of any person or by any other agreement or arrangement having a similar effect;

**Event of Default**

- (a) the Chargor fails to pay the Secured Liabilities on the date they upon which they fall due for payment;
- (b) the Chargor is in material breach of any of its obligations under this Legal Charge;
- (c) any corporate action, legal proceeding or other procedure or step is taken in respect of the Chargor in relation to:-
  - (i) the suspension of payments, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement or a scheme of arrangement);
  - (ii) a composition, compromise, assignment or arrangement with any creditor;
  - (iii) the appointment of a liquidator, receiver, conservator, administrative receiver, administrator, compulsory manager or other similar officer of its assets; or
  - (iv) enforcement of any security over any of its assets,

Provided that this paragraph (b) shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 14 days of commencement.

- (d) the Chargor:-

- (i) is unable to or admits inability to pay its debts as they fall due;
- (ii) is deemed to or is declared to be unable to pay its debts under applicable law;

- (iii) suspends making payments on its debts generally;
  - (iv) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness;
  - (v) a moratorium is declared in respect of any indebtedness of the Chargor. If a moratorium occurs the ending of the moratorium will not remedy any Event of Default caused by that moratorium.
- (e) the appointment of a Receiver;
  - (f) the value of the assets of any of the Chargor is less than its liabilities (taking into account contingent and prospective liabilities)
  - (g) any expropriation attachment sequestration distress or execution affects any asset or assets of the Chargor which is not discharged or dismissed within 14 days of commencement

**LPA**

the Law of Property Act 1925;

**Permitted Disposal**

The completion of:-

- a) any disposition of land to a local authority, statutory undertaker or similar body for the provision of a highway, cycleway or footpath or the supply of services or other conducting media, including any disposal of land intended for use as an electricity sub-station, transformer, chamber; gas governor; pumping station, telecommunications apparatus or similar infrastructure;
- b) a disposition of land and partially built dwellings to Together Housing Association Limited upon the date of this Deed
- c) a disposition of part or parts of the Property that constitutes or is intended to constitute one or more dwellings (which may include the immediate curtilage and garage, parking space, private drive or forecourt of such dwellings) to a purchaser of such dwellings where such dwelling has been or is intended to be constructed for residential use and occupation as a Private Rental Unit up to a limit of 85 dwellings;
- b) the grant of any easements in connection with any disposition referred to in paragraph a), b) or c) above;
- d) any disposal pursuant to a planning obligation pursuant to section 106 of the Town & Country Planning Act 1990 or section 111 of the Local Government Act 1972;
- e) any legal charge that falls as a second ranking legal charge to this Charge and to the extent required by the Chargee a deed of priority supporting that priority order.

**Planning Permission** means ~~(insert ref)~~ 10/23/0587

**Plan 1**

the plan labelled plan 1 annexed to this Legal Charge;

**Plan 2**

the plan labelled plan 2 annexed to this Legal Charge;

**Private Rental Units**

means those dwellings which may be constructed as part of the Property which shall be made available for private rent as part of an institutional managed investment

**Property**

the Property described in Schedule 1 Part 1;

**Receiver**

any insolvency practitioner, receiver and/or manager appointed in an administration/insolvency of the Chargor;

**Release(s)**

A form DS3 or letter of consent in respect of Permitted Disposals and/or a Completed Unit in accordance with clause 5.2 or such other form as shall be appropriate to release (when dated) the Charged Assets or any interest in the Charged Assets or any part of parts of the Charged Assets from this legal charge and also a corresponding signed and dated Land Registry Form RX4;

**Release Property**

The part of the Property shown edged red on Plan 2 save for the Estate Roads, the ascertaining of which will be in accordance with Clause 5.1

**Secured Liabilities**

the Chargor's obligation to pay all unpaid parts of the Deferred Payment together with interest payable thereon pursuant to the Contract and all properly incurred costs, charges and expenses incurred by the Chargee in connection with the protection, preservation or enforcement of its rights under this legal charge;

**Security Period**

the period starting on the date of this legal charge 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;

**Second Due Date**

the date that the second deferred payment is paid by the Chargor to the Chargee pursuant to the terms of clause 13.2 (c) of the Contract ("the Second Payment")

**Works Agreement**

all or any of the following as the case may be:

- (a) an agreement in respect of and affecting the Property (whether or not also affecting other property) pursuant to the Local Government Miscellaneous Provisions Act 1982 Section 33 and/or the Local Government Act 1972 Section 111 and/or the Highways Act 1980 Section(s) 38 and/or 278 and/or the Water Industry Act 1991 Section 104 or any provision to similar intent or an agreement with a water undertaker or a drainage undertaker (within the meaning of the Water Industry Act 1991) or the Environment Agency or an Internal Drainage Board (within the



meaning of the Water Resources Act 1991 or the Land Drainage Act 1991) or other appropriate authority as to water supply or drainage of surface and/or foul water from the Property or an agreement with any competent authority or body relating to other services or infrastructure; and/or

- (b) a planning obligation (whether entered into by agreement or otherwise) in respect of and affecting the Property (whether or not also affecting other property) pursuant to Section 106 of the Town and County Planning Act 1990.

1.2 In this legal charge, a reference to:

- 1.2.1 a clause or a schedule is, unless otherwise stated, a reference to a clause of, or a schedule to, this legal charge;
- 1.2.2 a particular law is a reference to it as it is in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.2.3 laws in general is to all local, national and directly applicable supra-national laws in force for the time being, taking account of any amendment, extension, application or re-enactment and includes any subordinate laws for the time being in force made under them and all orders, notices, codes of practice and guidance made under them;
- 1.2.4 a person includes a reference to an individual, body corporate, association, government, state, agency of state or any undertaking (whether or not having a legal personality and irrespective of the jurisdiction in or under the law of which it was incorporated or exists);
- 1.2.5 a party is to a party to this legal charge and includes its permitted assignees and/or the successors in title to substantially the whole of its undertaking and, in the case of an individual, to his estate and personal representatives;
- 1.2.6 a company shall be construed so as to include any company, corporation or other body corporate, wherever and however incorporated or established; and
- 1.2.7 the Property includes any part or parts of it.

1.3 The schedule forms part of this legal charge and has the same effect as if expressly set out in the body of this legal charge and shall be interpreted and construed as though it was set out in this legal charge.

1.4 The contents table and headings in this legal charge are for convenience only and do not affect the interpretation or construction of this legal charge.

1.5 Words importing the singular include the plural and vice versa and words importing a gender include every gender.

1.6 The words "other", "include", "including" and "in particular" do not limit the generality of any preceding words and any words which follow them shall not be construed as being limited in scope to the same class as the preceding words where a wider construction is possible.

1.7 Writing or written excludes faxes and e-mail unless otherwise specified in this legal charge.

1.8 Where a party is placed under a restriction in this legal charge, the restriction is to

be deemed to include an obligation on that party not to permit infringement of the restriction.

- 1.9 a reference to "continuing" in relation to an Event of Default means an Event of Default that has not been remedied or waived.
- 1.10 Whenever the Chargor is more than one person, all the Chargor's obligations can be enforced against all jointly and against each individually.
- 1.11 If the Chargee comprises more than one person those persons will be individually liable for their own (as relevant) obligations and liabilities under this Legal Charge. The Chargee shall additionally not be jointly and severally liable for the other's obligations and liabilities arising under this Legal Charge.
- 1.12 Either one of the Chargee's may take action against the Chargor without affecting the liability of the Chargor to any of them.

## 2. COVENANT TO PAY

The Chargor covenants with the Chargee that it will pay or discharge on demand the Secured Liabilities when the same are due and payable in accordance with the terms of the Contract or if earlier upon the occurrence of an Event of Default of the type referred to in clauses (c) - (g) of the definition of the term.

## 3. FIXED CHARGE

As a continuing security for the payment of the Secured Liabilities, the Chargor hereby, with full title guarantee, charges, and agrees to charge by way of first legal mortgage, the Property together with all buildings and fixtures on the Property at any time which belong to the Chargor.

## 4. RESTRICTIONS AND WORKS AGREEMENTS

- 4.1 The Chargor agrees with the Chargee that it will not without the Chargee's prior written consent:-
  - 4.1.1 dispose or agree to Dispose of any Charged Assets except to the extent that such Disposal is a Permitted Disposal; or
  - 4.1.2 complete the disposal of a Completed Unit where such disposal would provide that the Chargor has disposed of 50% or more of all of the dwellings to be constructed at the Property without paying across the sale proceeds from such disposal to the Chargee by way of reduction of the Secured Liabilities for which the Chargee provides a Release pursuant to clause 5.2.
- 4.2 The Chargor consents to the Chargee applying to the Land Registry in form RX1 to register the following restriction against the title(s) of the 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 legal charge dated [21 December] 2023 in favour of (1) Blackburn with Darwen Borough Council; James Christopher Cummins and Lynne Jayne Cummins; William John Entwisle, Shaun Edward Entwisle, Ian David Entwisle and Jayne Marie Cuffe; Dawn Christine Cooney; Simon John Mallord and Catherine Sarah Mallord and Keith Gordon Bagot, Stuart Paul Maher and Elton Shaun Ashworth and (2) Countryside Properties Limited referred to in the charges register or their conveyancer"*

4.3 The Chargee agrees to provide the certificate and Land Registry Form RX4 required to overcome and remove the restriction described in clause 4.2 within 10 Working Days of such request from the Chargor provided that such request is accompanied by:

4.3.1 evidence that the relevant disposal constitutes a Permitted Disposal or the sale of a Completed Unit (both parties acting reasonably in the provision and review of such evidence); and

4.3.2 the proposed date of the Permitted Disposal

4.4 If the certificate and Land Registry Form RX4 referred to in Clause 4.3 have not been provided by the later of:

4.4.1 10 Working Days from the date of request in accordance with Clause 4.2; and

4.4.2 the date of the relevant disposal as prescribed by the request

4.4.3 the provisions of this clause 4.4 constitute a consent as defined in paragraph 98 of the Land Registration Rules 2003 and the Buyer shall be entitled to submit a copy of this contract to the Land Registry (with pertinent commercial terms redacted) as evidence of the Seller's consent should this be required

then the Chargee consents to the Chargor's Conveyancer signing a certificate and the Land Registry form RX4 on its behalf to remove that restriction and lodging the same at the Land Registry.

4.5 The Chargee shall as soon as reasonably practicable and in any event within 20 Business Days of written request from the Chargor and at the reasonable and proper cost of the Chargor consent to and join in any Works Agreement (if necessary and required by the relevant authority) relating to the Property provided that any Works Agreement shall contain suitable mortgagee protection provisions in a form acceptable to the Chargee (acting reasonably) so that the Chargee has no liability under any such Works Agreement and shall release from this legal charge such parts of the Charged Assets as are required to procure the adoption, dedication or transfer of any land required under the Works Agreement or for the provision of infrastructure on the Property and the Chargor shall indemnify and keep the Chargee indemnified against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liabilities whatsoever arising from complying with a request of the Chargor (including any legal and surveyor's costs) pursuant to this clause 4.3 and pursuant to any such agreement.

## 5. DISCHARGE

5.1 In conjunction with paying the Second Payment the Chargor shall provide a revised release plan that excludes the estate roads (as documented by the Planning Permission) from the Release Property (thereby leaving said roads within the Property charged by this Deed). From the date of such plan being provided the Release Property shall be defined in accordance with this plan.

5.2 Within 10 Business Days of receipt of the Second Payment the Chargee shall give to the Chargor a duly executed form DS3 to release the Release Property and the restriction created pursuant to Clause 4.2 (together with any relevant Land Registry form(s)) and shall take whatever other action is necessary to release the Release Property from the security constituted by this legal charge.

5.3 On the expiry of the Security Period (but not otherwise) the Chargee shall within 10 Business Days of receiving written notice from the Chargor and at the cost of the

Chargor (such costs to be reasonable and proper and not to exceed £375 plus VAT) give to the Chargee a duly executed form DS1 to release the Charged Assets and the restriction created pursuant to Clause 4.2 (together with any relevant Land Registry form(s)) and shall take whatever other action is necessary to release the Property from the security constituted by this legal charge.

5.4 The Chargee agrees, at the cost of the Chargor (such costs to be reasonable and proper and not to exceed £375 plus VAT for each Permitted Disposal and if relevant Completed Unit) to execute Releases for Permitted Disposals and/or Completed Unit and agrees to deliver the same within 10 Business Days of receipt of written request from the Chargor provided that:

5.4.1 all details of the Permitted Disposal and/or Completed Unit as requested by the Chargee are provided to the Chargee so the Chargee can establish that the request does relate to a Permitted Disposal and/or Completed Unit;

5.4.2 any such request shall include the form of Release required to be executed; and

5.4.3 no payment of the Deferred Payment due to have been paid under the Contract or under this Legal Charge is outstanding.

## **6. REPRESENTATIONS AND WARRANTIES**

The Chargor represents and warrants to the Chargee that:

### **6.1 Incorporation**

It is a limited company or a limited liability partnership duly organised, validly existing and registered under the relevant laws of the jurisdiction in which it is incorporated and has the power and all necessary governmental and other consents, approvals, licences and authorities to own the Charged Assets.

### **6.2 Authority**

It is empowered to enter into and perform its obligations contained in this legal charge and has taken all necessary action to authorise the execution, delivery and performance of this legal charge, to create the security to be constituted by this legal charge and to observe and perform its obligations under this legal charge.

### **6.3 No conflict**

The entry into this Legal Charge and the performance of its obligations under this Legal Charge will not conflict with any law or regulation applicable to it, its constitutional documents or any agreement or instrument binding upon it or any of its assets

### **6.4 Not liable to be set aside**

This Legal Charge creates the security which it purports to create and is not liable to be avoided or otherwise set aside on the liquidation, bankruptcy or administration of the Chargor or otherwise

### **6.5 Obligations binding**

This legal charge as executed and delivered constitutes and will constitute its legal, valid and binding obligations.

## **7. ENFORCEMENT OF SECURITY**

7.1 The security constituted by this legal charge shall become enforceable immediately

after the Chargee provides the Chargor with written notice that an Event of Default has occurred and is continuing and the power of sale and other powers conferred by section 101 LPA, as varied or amended by this legal charge, shall be exercisable. After the security constituted by this legal charge has become enforceable, the Chargee may in its absolute discretion enforce all or any part of the security constituted by this legal charge in such manner as it sees fit.

- 7.2 At any time after the security created under this Legal Charge becomes enforceable the Chargee may without notice to the Chargor and whether or not it has appointed a Receiver exercise:-

7.2.1 all or any of the powers authorities and discretions conferred on mortgagees by the LPA 1925 (as varied or extended by this Legal Charge); and

7.2.2 all or any of the powers conferred by this Legal Charge on it as a Receiver

- 7.3 Neither the Chargee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Charged Assets or be liable for any loss upon realisation or for any neglect, default or omission for which a mortgagee in possession might otherwise be liable.

## **8. POWERS OF THE CHARGE**

- 8.1 The power of sale conferred on the Chargee and on any Receiver by this Legal Charge shall operate as a variation and extension of the statutory power of sale under section 101 of the LPA 1925 and such power shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Legal Charge.
- 8.2 Section 103 of the LPA 1925 shall not apply to this Legal Charge.
- 8.3 At any time after the security created under this Legal Charge becomes enforceable, the Chargee may lease or make arrangements to lease, at a premium or otherwise, and accept surrenders of leases without any restriction and in particular without the need to comply with any restrictions imposed by sections 99 and 100 of the LPA 1925.
- 8.4 Any liberty or power which may be exercised or any determination which may be made hereunder by the Chargee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.
- 8.5 Each of the Chargee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Legal Charge (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of such power, authority or discretion by the Chargee or the Receiver itself or any subsequent delegation or revocation thereof.

## **9. APPOINTMENT OF RECEIVER**

- 9.1 At any time after the occurrence of an Event of Default, which is still continuing or if requested to do so by the Chargor, the Chargee may (by deed or otherwise and acting through its authorised officer):
- 9.1.1 appoint one or more persons jointly or severally to be a Receiver of the whole or any part of the Charged Assets and/or of the income from any Charged Assets;
- 9.1.2 remove (so far as it is lawfully able) any Receiver(s) so appointed; and

9.1.3 appoint another person(s) as an additional or replacement Receiver(s)

9.2

9.2.1 Except as provided below, any restriction imposed by law on the right of a mortgagee to appoint a Receiver (including under section 109(1) of the LPA 1925) does not apply to this Legal Charge.

9.2.2 The Chargee is not entitled to 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 to the Insolvency Act 1986.

9.2.3 The Chargee may not appoint an administrative receiver (as defined in section 29(2)) of the Insolvency Act 1986) over the Charged Assets if the Chargee is prohibited from doing so by section 72A of the Insolvency Act 1986 and no exception to the prohibition on appointing an administrative receiver applies.

9.3 Each Receiver shall be:

9.3.1 an agent of the Chargor. The Chargor shall be solely responsible for his acts, omissions, defaults, losses and liabilities and for the payment of his remuneration; and

9.3.2 entitled to remuneration for his services at a rate to be fixed by the Chargee from time to time (without being limited to the maximum rate specified in section 109(6) of the LPA 1925).

10. **POWERS OF RECEIVER**

10.1 Every Receiver shall have all the powers:

10.1.1 conferred by the LPA 1925 on mortgagors and on mortgagees in possession and receivers appointed under that Act;

10.1.2 set out in Schedule 1 to the Insolvency Act 1986; and

10.1.3 conferred from time to time on receivers by statute.

10.2 Additional Powers

In addition to the powers referred to in clause 10.1 a Receiver shall have the power, at the cost of the Chargor and either in his own name or in the name of the Chargor or (with the written approval of the Chargee) in the name of the Chargee:

10.2.1 to take possession of, collect and get in all or any part of the Charged Assets;

10.2.2 to carry on, manage or concur in carrying on and managing all or any part of the business of the Chargor in any manner he thinks fit;

10.2.3 to borrow or raise money and secure the payment of any money in priority to the charges created by this Legal Charge for the purpose of exercising his powers and/or defraying any costs or expenses incurred by him in such exercise;

10.2.4 to sell, let, lease or concur in selling, letting or leasing and to vary the terms or determine, surrender and to accept surrenders of leases or tenancies of or grant options or licences over all or any part of the Charged Assets in any manner and on such terms as he thinks fit. The consideration for any such transaction may consist of cash or of shares

- or securities or other obligations (and the amount of such consideration may be dependent on profit or turnover or be determined by a third party) and may be payable in a lump sum or in instalments;
- 10.2.5 to sever any fixtures (including trade and tenants' fixtures) from the property of which they form part, without the consent of the Chargor;
  - 10.2.6 to exercise all powers, rights and/or obligations under any contract or agreement forming part of the Charged Assets;
  - 10.2.7 to make and effect all repairs, renewals, improvements, and insurances, commence and/or complete any building operation and/or apply for and maintain any planning permission, building regulation approval or other authorisation in each case as he thinks fit;
  - 10.2.8 to redeem any prior security in respect of all or any of the Charged Assets and to settle and pass the accounts of the holder of such prior security and any accounts so settled and passed will, in the absence of manifest error, be conclusive and binding on the Chargor. All moneys paid to the holder of such security in accordance with such accounts shall form part of the Secured Liabilities;
  - 10.2.9 to take such proceedings and to settle, adjust, refer to arbitration, compromise and/or arrange any claim, account or demand which the Chargee or the Receiver may think fit;
  - 10.2.10 to appoint managers, officers and agents at such salaries and for such periods as the Receiver may determine and to discharge any person appointed by the Chargor;
  - 10.2.11 to exercise in relation to all or any part of the Charged Assets all such powers and rights as he would be capable of exercising if he were the absolute beneficial owner of the Charged Assets;
  - 10.2.12 give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Assets;
  - 10.2.13 let any Charged Assets for any term and at any rent (with or without a premium) which he thinks fit and may accept a surrender of any lease or tenancy of any Charged Assets on any terms which he thinks fit; and/or
  - 10.2.14 to do all other acts and things as may be considered by the Receiver to be incidental or conducive to the above or otherwise expedient for or incidental or conducive to the preservation, improvement or realisation of the Charged Assets.

## **11. APPLICATION OF MONEYS**

- 11.1 All moneys received or recovered by the Chargee or any Receiver pursuant to this Legal Charge shall be applied in the following order:
  - 11.1.1 first, in satisfaction of, or provision for, all costs, charges and expenses incurred by the Chargee or any Receiver and the payment of the remuneration of any Receiver;
  - 11.1.2 second, in or towards satisfaction of the Secured Liabilities; and
  - 11.1.3 third, any surplus shall be paid to the Chargor or any other person entitled thereto.

This clause is subject to the payment of any claims having priority over the security created under this Legal Charge. This clause does not prejudice the right of the Chargee to recover any shortfall from the Chargor.

- 11.2 If the Chargee reasonably considers that any amount paid or credited to it is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Legal Charge and the security created under this Legal Charge shall continue and such amount shall not be considered to have been irrevocably paid.

12. **CHARGOR'S COVENANTS**

The Chargor covenants with the Chargee that during the continuance of the security created by this Legal Charge:

12.1 ***Preservation of Property***

The Chargor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of any part of the Property or the effectiveness of the security created by this Legal Charge. For the avoidance of any doubt the development of the Property in accordance with planning permission for residential development shall not breach the provisions of this clause.

12.2 ***Enforcement of Rights***

The Chargor shall use its reasonable endeavours to:

12.2.1 procure (to the extent required by good estate management) the prompt observance and performance by the relevant counterparty to any agreement or arrangement with the Chargor relating to the Property of the covenants and other obligations imposed on such counterparty; and

12.2.2 enforce any rights and institute, continue or defend any proceedings relating to the Property which the Chargee may require acting reasonably from time to time.

12.3 ***Proprietary Rights***

The Chargor shall procure that no person shall, except to the extent necessary to allow the Chargor to enter into any contract or agreement with a third party providing for a Permitted Disposal or otherwise with the prior written consent of the Chargee, become entitled to assert any proprietary or other like right or interest over the whole or any part of the Property.

12.4 ***Compliance with and Enforcement of Covenants***

The Charger shall observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and in particular the tenants covenants contained in the lease of the Property granted pursuant to the Contract.

12.5 ***Inspection***

The Chargor shall permit the Chargee and any Receiver and any person appointed by either of them to enter on and inspect the Property on reasonable prior notice and at reasonable times subject to all health and safety instructions issued by the Charger.

12.6 ***Power to Remedy***



- 12.6.1 The Chargee shall be entitled (but shall not be obliged) to remedy a breach at any time by the Charger of any of its obligations contained in this Legal Charge. The Charger irrevocably authorises the Chargee and its agents to do all such things as are necessary or reasonable in the circumstances for that purpose. Any monies expended by the Chargee in remedying a breach by the Charger of any of its obligations contained in this Legal Charge shall be reimbursed by the Charger to the Chargee on a full indemnity basis.
- 12.6.2 In remedying any breach in accordance with this clause the Chargee, its agents and their respective officers, agents and employees shall be entitled to enter onto the Property and to take any action as the Chargee may reasonably consider necessary or desirable including, without limitation, carrying out any repairs, other works or development.

13. **NEGATIVE PLEDGE**

The Charger covenants with the Chargee that, during the continuance of the security created by this legal charge, it shall not without the prior written consent of the Chargee create or permit to subsist any Encumbrance upon any of the Charged Assets;

14. **PROTECTION OF THIRD PARTIES**

No purchaser from or other person dealing with the Chargee or with any Receiver shall be obliged or concerned to enquire whether the right of the Chargee to appoint a Receiver or the right of the Chargee or any Receiver to exercise any of the powers conferred by this legal charge in relation to the Charged Assets or any part of the Charged Assets has arisen or become exercisable by the Chargee or by any such Receiver, nor be concerned with notice to the contrary, nor with the propriety of the exercise or purported exercise of any such powers and the title of such a purchaser and the position of such a person shall not be impeachable by reference to any of those matters.

15. **POWER OF ATTORNEY**

- 15.1 The Charger irrevocably appoints the Chargee, each person to whom the Chargee shall from time to time have delegated the exercise of the power of attorney conferred by this clause and any Receiver jointly and severally to be its attorney and in its name and on its behalf to execute, deliver and perfect all documents *and* to do all things which the attorney may consider to be required or desirable for:
- 15.1.1 carrying out any obligation imposed on the Charger by this Legal Charge which the Charger has failed to do (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Assets); and
- 15.1.2 enabling the Chargee and any Receiver to exercise any of the powers conferred on them by or pursuant to this Legal Charge or by law.
- 15.2 The Charger ratifies and confirms, and agrees to ratify and confirm, all things done and all documents executed by any attorney in the exercise or purported exercise of all or any of his powers pursuant to clause 15.1.

16. **ASSIGNMENT AND TRANSFER**

- 16.1 The Charger may not assign, transfer, charge, make the subject of a trust or deal in any other manner with this legal charge or any of its rights under this legal charge or purport to do any of the same.

16.2 The Chargee may freely assign or transfer its rights and/or its obligations pursuant to this Legal Charge

17. **THIRD PARTY RIGHTS**

A person who is not a party to this legal charge shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or rely upon a provision of this legal charge.

18. **NOTICES**

18.1 Any notice given under this legal charge must be in writing.

18.2 Any notice or document to be given or delivered under this legal charge must be given by delivering it personally or sending it by pre-paid first class post or recorded delivery to the address and for the attention of the relevant party as follows:

18.2.1 to the Chargee at:

Blackburn with Darwen Borough Council, HR, Legal and Governance, Town Hall, Blackburn, BB1 7DY (marked for the attention of: Michael Green/Simon Jones);

Manor House Farm Cottage, Roman Road, Eccleshill, Darwen, Lancashire, BB3 3PJ (marked for the attention of James Christopher Cummins and Lyne Jayne Cummins);

2 Willowbank Lane, Darwen, BB3 1NX (marked for the attention of William John Entwisle; 33 Key View, Darwen, BB3 2JG (marked for the attention of Shaun Edward Entwisle); ~~\*Middle Lodge, Lindfield Road, Ardingly, Haywards Heath, RH17 6TS~~ (marked for the attention of Ian David Entwisle) and 1 Niagara Court, Carmel, New York 01512, USA (marked for the attention of Jayne Marie Cuffe);

Willellen, Knowle Fold, Darwen, BB3 0EQ (marked for the attention of Dawn Christine Cooney);

Knowle Cottage, Knowle Fold, Darwen, BB3 0EQ (marked for the attention of Simon John Mallord and Catherine Sarah Mallord); and

Steele and Son with Bagot Heyes of 2-4 Castlegate, Clitheroe, BB7 1AZ (marked for the attention of Keith Gordon Bagot/Stuart Paul Maher/Elton Shaun Ashworth)

18.2.2 to the Chargee's Agent:

Simon Jones of Town Hall, Blackburn; Lea Hough & Co of 8 Eaton Avenue Matrix Office Park Buckshaw Village Euxton PR7 7NA (reference: Richard Prest/Richard Bailey) and P Wilson & Company of Burlington House, 10-11 Ribblesdale Place, Preston, PR1 3NA (Reference: Simon Mair).

and to the Chargee's Conveyancer Woodcocks Haworth & Nuttall of 31 King Street, Clitheroe, BB7 2EU, quoting the reference NBP/108887.007;

18.2.3 to the Chargor at Innovation House, Kelburn Court, Birchwood, Warrington, WA3 6UT (marked for the attention of Renea Cammish) and to the Buyer's Conveyancer, quoting the reference DANK/[VIP011-2138977].

18.3 A copy of any such notice or document must be sent to the relevant party's solicitor at the same time as such notice or document is given to that party but sending of such copy will not constitute service of notice.

18.4 Any such notice or document will be deemed to have been received:

*DHB*  
*\*Valley Farm*  
*Danehill Lane*  
*Horsted Keynes*  
*RH17 7BP*

- 18.4.1 if delivered personally, at the time of delivery provided that if delivery occurs before 9.00 am on a Business Day, the notice will be deemed to have been received at 9.00 am on that day, and if delivery occurs after 5.00 pm on a Business Day, or on a day which is not a Business Day, the notice will be deemed to have been received at 9.00 am on the next Business Day; and
- 18.4.2 in the case of pre-paid first class or recorded delivery post, at 9.00 am on the second Business Day after posting.
- 18.5 In proving delivery, it will be sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class or recorded delivery letter or registered letter.
- 18.6 A notice or document delivered under this legal charge shall not be validly given or delivered if sent by fax or e-mail.

**19. EXPENSES**

- 19.1 The Chargor shall from time to time on demand of the Chargee, pay or reimburse the Chargee on a full indemnity basis for all properly incurred costs and expenses (including legal fees) together with any VAT or similar taxes thereon incurred by it in connection with:
  - 19.1.1 anything done by the Chargee or at the request of the Chargee pursuant to this Legal Charge (such costs to be reasonable); and
  - 19.1.2 the enforcement of this Legal Charge

Provided that the Chargor shall at no time be liable to pay or be responsible for any costs associated with the production of forms DS1 and/or RX3 (or any other relevant document(s)) by the Chargee in excess of those pursuant to clause 5.1 of this Legal Charge.
- 19.2 The Chargor shall indemnify the Chargee, its agents, attorneys and any Receiver against any action, proceeding, claim loss liability and costs which it may sustain in the exercise (or purposed exercise) of any rights, powers, or discretions vested in them by this Legal Charge (or by law).

**20. GENERAL**

- 20.1 This legal charge shall remain in full force and effect as a continuing security for the Secured Liabilities unless and until the Chargee discharges this legal charge in writing.
- 20.2 The rights and remedies of the Chargee provided under this legal charge are cumulative, may be exercised as often as the Chargee considers appropriate, and are in addition to, and not exclusive of, any rights and remedies provided by law.
- 20.3 No variation to this legal charge shall be effective unless made in writing and signed by or on behalf of all the parties to this legal charge. The Chargor and Chargee shall not be required to obtain the consent of any third party on whom a benefit is conferred under this legal charge to the termination or variation of this legal charge or to the waiver or settlement of any right or claim arising under it. Any waiver of any right or remedy by the Chargee under this legal charge or by law is only effective if given in writing and signed by the Chargee and shall not be deemed a waiver of any other breach or default. It applies only in the circumstances for which it is given, and shall not prevent the Chargee from subsequently relying on the relevant provision.

- 20.4 The Chargor shall not do, or permit to be done, any act or thing which would or might depreciate, jeopardise or otherwise prejudice the security held by the Chargee or materially diminish the value of the Charged Assets or the effectiveness of the security created by this legal charge.
- 20.5 The Chargor shall use its reasonable endeavours to enforce any rights and start, continue or defend any proceedings relating to the Charged Assets which the Chargee may require from time to time.
- 20.6 The Chargor shall comply with all laws and regulations for the time being in force relating to or affecting the Charged Assets and shall obtain and promptly renew from time to time and comply with the terms of all consents which may be necessary to enable it to preserve, maintain or renew any Charged Assets.
- 20.7 The Chargor shall not, without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed), enter into any onerous or restrictive obligations affecting the whole or any part of the Property or create or permit to arise any overriding interest, easement or right whatsoever in or over the whole or any part of the Property save in relation to any Permitted Disposals.
- 20.8 The Chargor shall observe and perform all covenants, stipulations and conditions to which the Property, or the use of it, is or may be subject and shall diligently enforce all covenants, stipulations and conditions benefiting the Property and shall not (and shall not agree to) without the prior written consent of the Chargee (such consent not to be unreasonably withheld or delayed), waive, release or vary any of the same.
- 20.9 No act or course of conduct or negotiation by or on behalf of the Chargee shall, in any way, preclude the Chargee from exercising any right or power under this legal charge or constitute a suspension or variation of any such right or power.
- 20.10 Each provision of this legal charge is severable and distinct from the others. If at any time any provision of this legal charge is or becomes unlawful, invalid or unenforceable to any extent or in any circumstances for any reason, it shall to that extent or in those circumstances be deemed not to form part of this legal charge but (except to that extent or in those circumstances in the case of that provision) the legality, validity and enforceability of that and all other provisions of this legal charge shall not be affected in any way.
- 20.11 If any provision of this legal charge is found to be illegal, invalid or unenforceable in accordance with clause 20.10 but would be legal, valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it legal, valid or enforceable.
- 20.12 The failure or delay in exercising a right or remedy provided by this legal charge or by law does not constitute a waiver of that (or any other) right or remedy. No single or partial exercise, or non-exercise or non-enforcement of any right or remedy provided by this legal charge or by law prevents or restricts any further or other exercise or enforcement of that (or any other) right or remedy.
- 20.13 The Chargee's rights and remedies contained in this legal charge are cumulative and not exclusive of any rights or remedies provided by law.
- 20.14 This legal charge may be executed in any number of counterparts each of which when executed and delivered shall be an original. All the counterparts together shall constitute one and the same document.

21. **GOVERNING LAW AND JURISDICTION**

- 21.1 This legal charge will be governed by and construed in accordance with the law of England and Wales.
- 21.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this legal charge or the legal relationships established by this legal charge.
- 21.3 Each party irrevocably consents to any process in any legal action or proceedings arising out of or in connection with this legal charge being served on it in accordance with the provisions of this legal charge relating to service of notices. Nothing contained in this legal charge shall affect the right to serve process in any other manner permitted by law.

**IN WITNESS** whereof the Chargor has duly executed this legal charge as a deed and it is delivered on the date first set out above.

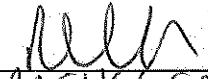
## **SCHEDULE 1**

### **The Property**


1. the freehold land known as Darwen Moorland High School, Holden Fold, Darwen BB3 3AU registered with title absolute comprised in title number LAN31984 and part of the freehold land known as Land on The North Side of Holden Fold, Darwen registered with title absolute comprised in title numbers LAN116447 which part is shown edged red on Plan 1 annexed
2. part of the freehold land known as Manor House Farm Cottage, Roman Road, Eccleshill, BB3 3PJ registered with title absolute under title number LA463601 which part is shown edged red on Plan 1 annexed
3. the freehold land on the west side of Roman Road, Darwen registered with title absolute under title number LA536157
4. part of the freehold land known as Willellen, Knowle Fold, Darwen, BB3 0EQ registered with title absolute under title number LA752049 which part is shown edged red on Plan 1 annexed
5. the freehold land on the east side of Willellen, Knowle Fold, Darwen registered with title absolute under title number LAN184537; and part of the freehold land on the north east side of Knowle Cottage, Knowle Fold aforesaid registered with title absolute under title number LAN93598 which part is shown edged red on Plan 1 annexed
6. the freehold land lying to the northeast of Knowle Lane, Darwen registered with title absolute under title number LAN182104


Executed as Deed by COUNTRYSIDE PROPERTIES  
(UK) LIMITED acting by [Pete Hayes] and  
[Cennathia] each as attorney for and on  
behalf of COUNTRYSIDE PROPERTIES  
(UK) LIMITED under a power of  
attorney dated 30th June 2023 in the presence of:

  
\_\_\_\_\_  
Attorney Signature

WITNESS:   
Signature: \_\_\_\_\_  
Name: RACHEL SAMBA-HAYES  
Address: \_\_\_\_\_

Occupation: SALES COORDINATOR

  
\_\_\_\_\_  
Attorney Signature

WITNESS:   
Signature: \_\_\_\_\_  
Name: RACHEL SAMBA-HAYES  
Address: \_\_\_\_\_

Occupation: SALES COORDINATOR

Countryside Partnerships  
Merseyside and Cheshire West  
301 Bridgewater Place  
Birchwood  
Warrington  
WA3 6XF

Countryside Partnerships  
Merseyside and Cheshire West  
301 Bridgewater Place  
Birchwood  
Warrington  
WA3 6XF

The Common Seal of **BLACKBURN WITH** )  
**DARWEN BOROUGH COUNCIL** was hereunto )  
affixed in the presence of:- )  
 )  
 )

Signature of Authorised Signatory:  
.....

Print name: .....



Executed as a deed by **JAMES CHRISTOPHER** ) .....  
**CUMMINS** in the presence of:- )

.....  
Signature of witness

Name .....

Address .....

.....

Occupation:.....

Executed as a deed by **LYNNE JAYNE CUMMINS** ) .....  
in the presence of:- )

.....  
Signature of witness

Name .....

Address .....

.....

Occupation:.....

Executed as a deed by **WILLIAM JOHN**

)

.....

**ENTWISLE** in the presence of:-

)

.....

Signature of witness

Name .....

Address .....

.....

Occupation:.....

Executed as a deed by **SHAUN EDWARD** ) .....  
**ENTWISLE** in the presence of:- )

.....  
Signature of witness

Name .....

Address .....

.....

Occupation:.....

Executed as a deed by **IAN DAVID ENTWISLE** in ) .....  
the presence of:- )

.....  
Signature of witness

Name .....

Address .....

.....

Occupation:.....

Executed as a deed by **JAYNE MARIE CUFFE** in ) .....  
the presence of:- )

.....  
Signature of witness

Name .....

Address .....

.....

Occupation:.....

Executed as a deed by **DAWN CHRISTINE**

)

.....

**COONEY** in the presence of:-

)

.....

Signature of witness

Name .....

Address .....

.....

Occupation:.....

Executed as a deed by **SIMON JOHN MALLORD** ) .....  
in the presence of:- )

.....  
Signature of witness

Name .....

Address .....

.....

Occupation:.....

Executed as a deed by **CATHERINE SARAH** ) .....  
**MALLORD** in the presence of:- )

.....  
Signature of witness

Name .....

Address .....

.....

Occupation:.....

Executed as a deed by **STUART PAUL MAHER** in ) .....  
the presence of:- )

.....  
Signature of witness

Name .....

Address .....

.....

Occupation:.....



Executed as a deed by **ELTON SHAUN**

)

.....

**ASHWORTH** in the presence of:-

)

.....

Signature of witness

Name .....

Address .....

.....

Occupation:.....

Executed as a deed by **KEITH GORDON BAGOT** ) .....  
in the presence of:- )

Signature of witness

Name .....

Address .....

\*\*\*\*\*

Occupation:.....

# Land North of Holden Fold, Darwen



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**Countryside Partnerships**

  
urban design | masterplanning | architecture

Project  
**Land North of Holden Fold, Darwen**

Drawing Title  
**Legal ChargePlan A**

Drawing No.	Revision	Date	Scale	Drawn	Check
23-04-05A	-	Dec 2023	1:1250	WCS	AT

# Land North of Holden Fold, Darwen



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**Countryside Partnerships**



**Project**  
Land North of Holden Fold, Darwen

**Drawing Title**  
Legal Charge Plan B

Drawing No.	Revision	Date	Scale	Drawn	Check
22-04-018	-	Dec 2023	1:1250	WCS	AT