

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

A fee is be payable with this form
Please see 'How to pay' on the back

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

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

FRIDAY



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A17

14/08/2020

#65

COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
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.**

1 Company details

Company number 1 2 2 6 2 1 3 1

Company name in full DEVCO1 LTD

For official use

→ Filling in this form

Please complete in typescript or in
bold black capitals.

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date d 1 d 2 m 0 m 8 y 2 y 0 y 2 y 0

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

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

Name Empowered Pensions Ltd as Trustees of The Westwood SSAS

Name Andrew Steven Greenhalgh as Trustee of The Westwood SSAS

Name

Name

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

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

MR01

Particulars of a charge

4

Brief description

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

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

Please limit the description to the available space.

Brief description

9 and 9a Chester Road, and 1 and 1a Pinfold Street, Macclesfield and Registered at HM Land Registry under title number CH219308

5

Other charge or fixed security

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

- ☐ Yes
☒ No

6

Floating charge

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

- ☐ Yes Continue
☒ No Go to **Section 7**

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

- ☐ Yes

7

Negative Pledge

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

- ☒ Yes
☐ No

8

Trustee statement ^①

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

- ☒

^① This statement may be filed after the registration of the charge (use form MR06).

9

Signature

Please sign the form here.

Signature

Signature

X  X

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

MRO1

Particulars of a charge



Presenter information

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

Contact name
Neil Wilson

Company name
Thornycroft Solicitors Limited

Address
Bridge Street Mills

Bridge Street

Post town
Macclesfield

County/Region
Cheshire

Postcode
S K 1 1 6 Q A

Country

DX
25022 Macclesfield 2

Telephone
01625 509 773



Certificate

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



Checklist

We may return forms completed incorrectly or with information missing.

Please make sure you have remembered the following:

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



Important information

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



How to pay

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

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



Where to send

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

For companies registered in England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ.
DX 33050 Cardiff.

For companies registered in Scotland:

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

For companies registered in Northern Ireland:

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



Further information

For further information, please see the guidance notes on the website at www.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

CHARGE BY WAY OF LEGAL MORTGAGE

ADMINISTRATIVE AREAS : Cheshire East.

TITLE NUMBERS : CH219308

PROPERTY : 9 and 9a Chester Road, and 1 and 1a Pinfold Street,
Macclesfield.

THIS MORTGAGE is made on the 12th day of August 2020 ("the Date")
BETWEEN Andrew Steven Greenhalgh of 20 Ploughmans Way, Macclesfield, SK10 2UN
and Empowered Pensions Ltd (CRN 04735293) as Trustees of the THE WESTWOOD
SSAS (PSTR 20000680RZ) 1 Carts and Wagons, Felcourt Farm, Felcourt Road, Felcourt, East
Grinstead RH19 2LQ ("the Lender") and DEVCO1 LTD (CRN 12262131) registered office
The Glades, Festival Way, Festival Park, Stoke On Trent, Staffordshire, ST1 5SQ ("the
Borrower").

DEFINITIONS

1. In this Deed the following terms shall have the following meanings

BORROWER: means the Borrower.

CLAUSE AND SCHEDULE: means the respective clauses or schedules in this
Mortgage unless the context shows a contrary
meaning.

INDEBTEDNESS: means the Loan and all other money from time
to time owing on the security of this Mortgage
and any documents supplemental to it.

INTEREST RATE: means 1.5% fixed.

LENDER: means the Lender.

LOAN: means the sum of Fifty Five Thousand Pounds
(£55,000.00).

PARTIES: means the parties to this Mortgage.

PROPERTY TAXES: includes all rates taxes assessments duties
charges and outgoings now or at any time
payable in respect of the Property.

PROPERTY: means all that property known as 9 and 9a
Chester Road, and 1 and 1a Pinfold Street,
Macclesfield and registered at HM Land
Registry under title number CH219308;

REDEMPTION DATE: [11th] [AUGUST] 2025

I certify that this is a true copy of the original

Thornycroft Solicitors Ltd
Bridge Street Mills, Bridge Street
Macclesfield SK11 6QA


Neil David Wilson
Solicitor
SRA ID: 376738

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SECURED LIABILITIES:

all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Indebtedness and this Mortgage.

INTERPRETATION

- 2.1 This Mortgage is exclusive to the Parties and no modification of or amendment to this Mortgage, nor any waiver of any rights or obligations under this Mortgage, will be effective unless in writing signed by the Lender.
- 2.2 Except where the context renders it absurd or impossible every reference to any party to this Mortgage shall include his or her successors in title and personal representatives by and against whom this agreement shall be enforceable as if they had been originally named as parties.
- 2.3 In this document:-
- (1) Words expressed in any gender shall where the context so requires or permits include the other gender.
 - (2) Words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa.
 - (3) Words expressed in the singular shall where the context so requires or permits includes the plural; and where the party is more than one person:
 - (a) that parties obligations in this Mortgage shall take effect as joint and several obligations;
 - (b) anything in this Mortgage which applies to that party shall apply to all of those persons collectively and each of them separately;
 - (c) the benefits contained in this Mortgage in favour of that party shall take effect as conferred in favour of all those persons collectively and each of them separately; and
 - (d) the receipt of the Borrower shall be a good discharge to the Lender.
 - (4) The headings to clauses are inserted for ease of reference only and shall not affect the construction of this Mortgage.
 - (5) References in this Mortgage to anything which any party is required to do or not to do shall include his or her acts defaults and omissions whether:
direct or indirect;
on his or own account; or
for or through any other person; and
those which he permits or suffers to be done or not done by any other persons
 - (6) The effect of all obligations affecting the Lender under this Mortgage is cumulative and no obligations shall be limited or modified by any other of those obligations unless there is in this Mortgage an expressed limitation or modification.

LEGAL CHARGE & RECEIPT

- 3.1 The Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed.
- 3.2 The Borrower acknowledges that he is indebted to the Lender for the Loan.

REPAYMENT OF PRINCIPAL

- 4.1 The Borrower shall repay the Indebtedness to the Lender by way of equal annual instalments in advance the first of the payments being a proportion on or before the first anniversary of this deed.
- 4.2 The Borrower shall repay the Indebtedness to the Lender immediately on the first to arise of any of the following events ("the Repayment Events").
- (1) The Redemption Date;
 - (2) Upon the sale of the Property;
 - (3) Any other disposition of the Property.

INTEREST

5. Interest shall accrue on the Loan at the Interest Rate from the date of this Mortgage and shall be repaid together with the Indebtedness in accordance with clause 4.1.

CHARGE

6. The Borrower with Full Title Guarantee charges the Property with the payment of the Indebtedness to the Lender.

COVENANTS

The Borrower covenants with the Lender:

- 7.1 To pay the Indebtedness to the Lender in accordance with Clauses 4 and 5 of this Mortgage.
- 7.2 To keep the Property and all additions to the Property in good and substantial repair (allowing the Lender to enter and view the state of repair of the same at all reasonable times on reasonable notice without becoming liable to account as mortgagee in possession) and insured against loss or damage by fire and all other risks which the Lender reasonably considers ought to be insured against from time to time in the Borrower's name and with the interest of the Lender noted on the policy to the full value of the Property in an insurance office of repute and will duly and punctually pay all

premiums and other monies necessary for effecting and keeping up such insurance immediately on the same becoming due or within one week of the due date and will on demand produce to the Lender the policy or policies of such insurance and the receipt for every such payment.

- 7.3 To apply all monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the Property or any part of the Property in making good the loss or damage as soon as possible or (at the option of the Lender where repayment has become due under Clause 4) in or towards the discharge of the Indebtedness.
- 7.4 To observe and perform all restrictive and other covenants, all building regulations and all restrictions, conditions and stipulations (if any) for the time being affecting the Property or the mode of the user or enjoyment of the same or any part of the Property.
- 7.5 To pay and discharge all existing and future rents, rent charges, rates, taxes, duties, charges, assessments, impositions, and outgoings whatever (whether imposed by deed or statute or otherwise and even though of a wholly novel character) now or at any time during the continuance of this Mortgage payable in respect of the Property or any part of the Property or by the owner or occupier of the Property.
- 7.6 To execute and do at the expense of the Borrower all such works and things whatever as may now or at any time during the continuance of this Mortgage be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Property or any part of the Property or by the owner or occupier of the Property.
- 7.7 To obtain all licences, permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Borrower on the Property or any part of the Property or of any user of the Property during the continuance of this Mortgage.
- 7.8 Not to make or cause or permit to be made any alteration in or addition to the Property nor carry out any development or change of use on the Property save for any matters within the meaning of any legislation for the time being relating to town and country planning.
- 7.9 To deliver to the Lender within seven days of receiving them full particulars of any notice or order or proposal served or made by a planning authority affecting the Property or any part of the Property which the Borrower receives and take all necessary steps to comply with any such notice or order or proposal. If the Borrower does not comply with this clause then they hereby permit the Lender to enter on the Property for the purpose of taking such steps as is reasonably required.
- 7.10 At the Borrower's own cost at the request of the Lender to make or join with the Lender in making such representations or objections or appeals in respect of any such notice, order or proposal served or made by any planning authority as the Lender may

reasonably require and indemnify the Lender against all costs, charges and expenses reasonably and properly incurred by the Lender in respect of such representations, objections and appeals.

7.11 Not without the prior consent in writing of the Lender to exercise the power of leasing or agreeing to lease or accepting surrenders of leases conferred on a mortgagor in possession by the Law of Property Act 1925 nor otherwise to grant or agree to grant any lease or tenancy of the Property or any part of the Property nor to confer upon any person any contractual licence, right or interest to occupy the Property or any part of the Property or part with possession of the Property.

7.12 Not to secure any further borrowing or Charge against the Property without the prior written consent of the Lender and to give full effect to this provision the Borrower will apply to the Chief Land Registrar to impose a restriction on the registered title of the Property in the following standard form P:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 12th AUGUST 2020 in favour of The Westwood SSAS referred to in the charges register."

7.13 To produce to the Lender on demand such evidence as the Lender shall reasonably require of compliance with any part of this Mortgage.

CONSOLIDATION

8. Section 93 of the Law of Property Act 1925 shall not apply to this Mortgage.

POWER OF SALE AND APPOINTMENT OF RECEIVER

9.1 Section 103 of the Law of Property Act 1925 shall not apply to this Mortgage.

9.2 The statutory and other powers of sale and appointing of Receiver shall arise on the date of this Mortgage and shall become exercisable by the Lender without notice to the Borrower immediately if:-

- (1) The Lender demands payment of any monies secured by this Mortgage which is repayable on demand and is not paid immediately.
- (2) The payment of any money payable by the Borrower under this Mortgage is not paid on the due date whether demanded or not.
- (3) The Borrower fails to comply with any of their obligations under this Mortgage or any deed supplemental to it and the failure (if capable of being remedied) remains unremedied for fourteen days after being called to their attention by written notice from the Lender.

- (4) If the Borrower becomes insolvent or has a Receiving Order made against him or makes any arrangement with his creditors generally or takes or suffers any similar action.
- (5) Any execution is levied upon the Borrower's goods or on the Property.
- (6) Any steps taken by any person to enforce any rights in respect of the Property or if the powers of sale or appointing a Receiver become exercisable under any other security given before or after this Mortgage by the Borrower to the Lender or any other person or if any money payable to the Lender under any such other security is not paid within fourteen days of the due date.

NOTICES

10. A Notice shall deem to have been served:-

- (1) If it was served in person, at the time of service.
- (2) If it was served by post, forty eight hours after it was posted.

BORROWER'S DEFAULTS

- 11.1 If the Borrower fails to perform or observe any of the obligations under this Mortgage the Lender shall be entitled but not obliged to take any such steps as they think fit in or towards making good the Borrower's default without becoming liable as mortgagee in possession and for that purpose to enter the Property provided that the Lender shall have given to the Borrower at least 14 days written notice.
- 11.2 All money paid by the Lender in exercise of their rights under this Mortgage shall become money properly paid by them and the Borrower shall pay such to the Lender on demand together with any additional monies including default interest at a rate of 3% as may be payable to the Lender.
- 11.3 The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:
 - 1) This Mortgage, the Indebtedness or the Property;
 - 2) Suing for, or recovering, any of the Secured Liabilities.Including, without limitation, the costs of any proceedings in relation to this Mortgage, the Indebtedness or the Property or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this Mortgage.
- 11.4 The Borrower irrevocably appoints the Lender as their Attorney to execute any document or to do anything which is required for any of the purposes of this Mortgage or the exercise or enforcement of any of the Lender's rights and remedies under it.

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

in the presence of :-

Occupation

in the presence of :-

Occupation PHARMACEUTIC

CLARE WOOD
33 PLOUGHMANS WAY
SKIO 2UN
PHARMACEUTICAL
CONSULTANT

CHARGE BY WAY OF LEGAL MORTGAGE

ADMINISTRATIVE AREAS : Cheshire East.

TITLE NUMBERS : CH219308

PROPERTY : 9 and 9a Chester Road, and 1 and 1a Pinfold Street,
Macclesfield.

THIS MORTGAGE is made on the 12th day of AUGUST 2020 ("the Date")
BETWEEN Andrew Steven Greenhalgh of 20 Ploughmans Way, Macclesfield, SK10 2UN
and Empowered Pensions Ltd (CRN 04735293) as Trustees of the THE WESTWOOD
SSAS (PSTR 20000680RZ) 1 Carts and Wagons, Felcourt Farm, Felcourt Road, Felcourt, East
Grinstead RH19 2LQ ("the Lender") and DEVCO1 LTD (CRN 12262131) registered office
The Glades, Festival Way, Festival Park, Stoke On Trent, Staffordshire, ST1 5SQ ("the
Borrower").

DEFINITIONS

1. In this Deed the following terms shall have the following meanings

BORROWER: means the Borrower.

CLAUSE AND SCHEDULE: means the respective clauses or schedules in this
Mortgage unless the context shows a contrary
meaning.

INDEBTEDNESS: means the Loan and all other money from time
to time owing on the security of this Mortgage
and any documents supplemental to it.

INTEREST RATE: means 1.5% fixed.

LENDER: means the Lender.

LOAN: means the sum of Fifty Five Thousand Pounds
(£55,000.00).

PARTIES: means the parties to this Mortgage.

PROPERTY TAXES: includes all rates taxes assessments duties
charges and outgoings now or at any time
payable in respect of the Property.

PROPERTY: means all that property known as 9 and 9a
Chester Road, and 1 and 1a Pinfold Street,
Macclesfield and registered at HM Land
Registry under title number CH219308;

REDEMPTION DATE: [11th] [AUGUST] 2025

SECURED LIABILITIES:

all present and future monies, obligations and liabilities owed by the Borrower to the Lender under or in connection with the Indebtedness and this Mortgage.

INTERPRETATION

- 2.1 This Mortgage is exclusive to the Parties and no modification of or amendment to this Mortgage, nor any waiver of any rights or obligations under this Mortgage, will be effective unless in writing signed by the Lender.
- 2.2 Except where the context renders it absurd or impossible every reference to any party to this Mortgage shall include his or her successors in title and personal representatives by and against whom this agreement shall be enforceable as if they had been originally named as parties.
- 2.3 In this document:-
- (1) Words expressed in any gender shall where the context so requires or permits include the other gender.
 - (2) Words importing persons shall include bodies corporate and partnerships and other incorporated bodies and vice versa.
 - (3) Words expressed in the singular shall where the context so requires or permits includes the plural; and where the party is more than one person:
 - (a) that parties obligations in this Mortgage shall take effect as joint and several obligations;
 - (b) anything in this Mortgage which applies to that party shall apply to all of those persons collectively and each of them separately;
 - (c) the benefits contained in this Mortgage in favour of that party shall take effect as conferred in favour of all those persons collectively and each of them separately; and
 - (d) the receipt of the Borrower shall be a good discharge to the Lender.
 - (4) The headings to clauses are inserted for ease of reference only and shall not affect the construction of this Mortgage.
 - (5) References in this Mortgage to anything which any party is required to do or not to do shall include his or her acts defaults and omissions whether:
direct or indirect;
on his or own account; or
for or through any other person; and
those which he permits or suffers to be done or not done by any other persons
 - (6) The effect of all obligations affecting the Lender under this Mortgage is cumulative and no obligations shall be limited or modified by any other of those obligations unless there is in this Mortgage an expressed limitation or modification.

LEGAL CHARGE & RECEIPT

- 3.1 The Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed.
- 3.2 The Borrower acknowledges that he is indebted to the Lender for the Loan.

REPAYMENT OF PRINCIPAL

- 4.1 The Borrower shall repay the Indebtedness to the Lender by way of equal annual instalments in advance the first of the payments being a proportion on or before the first anniversary of this deed.
- 4.2 The Borrower shall repay the Indebtedness to the Lender immediately on the first to arise of any of the following events ("the Repayment Events").
- (1) The Redemption Date;
 - (2) Upon the sale of the Property;
 - (3) Any other disposition of the Property.

INTEREST

5. Interest shall accrue on the Loan at the Interest Rate from the date of this Mortgage and shall be repaid together with the Indebtedness in accordance with clause 4.1.

CHARGE

6. The Borrower with Full Title Guarantee charges the Property with the payment of the Indebtedness to the Lender.

COVENANTS

The Borrower covenants with the Lender:

- 7.1 To pay the Indebtedness to the Lender in accordance with Clauses 4 and 5 of this Mortgage.
- 7.2 To keep the Property and all additions to the Property in good and substantial repair (allowing the Lender to enter and view the state of repair of the same at all reasonable times on reasonable notice without becoming liable to account as mortgagee in possession) and insured against loss or damage by fire and all other risks which the Lender reasonably considers ought to be insured against from time to time in the Borrower's name and with the interest of the Lender noted on the policy to the full value of the Property in an insurance office of repute and will duly and punctually pay all

premiums and other monies necessary for effecting and keeping up such insurance immediately on the same becoming due or within one week of the due date and will on demand produce to the Lender the policy or policies of such insurance and the receipt for every such payment.

- 7.3 To apply all monies received on any insurance whatsoever in respect of loss or damage by fire or otherwise to the Property or any part of the Property in making good the loss or damage as soon as possible or (at the option of the Lender where repayment has become due under Clause 4) in or towards the discharge of the Indebtedness.
- 7.4 To observe and perform all restrictive and other covenants, all building regulations and all restrictions, conditions and stipulations (if any) for the time being affecting the Property or the mode of the user or enjoyment of the same or any part of the Property.
- 7.5 To pay and discharge all existing and future rents, rent charges, rates, taxes, duties, charges, assessments, impositions, and outgoings whatever (whether imposed by deed or statute or otherwise and even though of a wholly novel character) now or at any time during the continuance of this Mortgage payable in respect of the Property or any part of the Property or by the owner or occupier of the Property.
- 7.6 To execute and do at the expense of the Borrower all such works and things whatever as may now or at any time during the continuance of this Mortgage be directed or required by any national or local or other public authority to be executed or done upon or in respect of the Property or any part of the Property or by the owner or occupier of the Property.
- 7.7 To obtain all licences, permissions and consents and execute and do all works and things and bear and pay all expenses required or imposed by any existing or future legislation in respect of any works carried out by the Borrower on the Property or any part of the Property or of any user of the Property during the continuance of this Mortgage.
- 7.8 Not to make or cause or permit to be made any alteration in or addition to the Property nor carry out any development or change of use on the Property save for any matters within the meaning of any legislation for the time being relating to town and country planning.
- 7.9 To deliver to the Lender within seven days of receiving them full particulars of any notice or order or proposal served or made by a planning authority affecting the Property or any part of the Property which the Borrower receives and take all necessary steps to comply with any such notice or order or proposal. If the Borrower does not comply with this clause then they hereby permit the Lender to enter on the Property for the purpose of taking such steps as is reasonably required.
- 7.10 At the Borrower's own cost at the request of the Lender to make or join with the Lender in making such representations or objections or appeals in respect of any such notice, order or proposal served or made by any planning authority as the Lender may

reasonably require and indemnify the Lender against all costs, charges and expenses reasonably and properly incurred by the Lender in respect of such representations, objections and appeals.

7.11 Not without the prior consent in writing of the Lender to exercise the power of leasing or agreeing to lease or accepting surrenders of leases conferred on a mortgagor in possession by the Law of Property Act 1925 nor otherwise to grant or agree to grant any lease or tenancy of the Property or any part of the Property nor to confer upon any person any contractual licence, right or interest to occupy the Property or any part of the Property or part with possession of the Property.

7.12 Not to secure any further borrowing or Charge against the Property without the prior written consent of the Lender and to give full effect to this provision the Borrower will apply to the Chief Land Registrar to impose a restriction on the registered title of the Property in the following standard form P:

"No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated 2020 in favour of The Westwood SSAS referred to in the charges register."

7.13 To produce to the Lender on demand such evidence as the Lender shall reasonably require of compliance with any part of this Mortgage.

CONSOLIDATION

8. Section 93 of the Law of Property Act 1925 shall not apply to this Mortgage.

POWER OF SALE AND APPOINTMENT OF RECEIVER

9.1 Section 103 of the Law of Property Act 1925 shall not apply to this Mortgage.

9.2 The statutory and other powers of sale and appointing of Receiver shall arise on the date of this Mortgage and shall become exercisable by the Lender without notice to the Borrower immediately if:-

- (1) The Lender demands payment of any monies secured by this Mortgage which is repayable on demand and is not paid immediately.
- (2) The payment of any money payable by the Borrower under this Mortgage is not paid on the due date whether demanded or not.
- (3) The Borrower fails to comply with any of their obligations under this Mortgage or any deed supplemental to it and the failure (if capable of being remedied) remains unremedied for fourteen days after being called to their attention by written notice from the Lender.

- (4) If the Borrower becomes insolvent or has a Receiving Order made against him or makes any arrangement with his creditors generally or takes or suffers any similar action.
- (5) Any execution is levied upon the Borrower's goods or on the Property.
- (6) Any steps taken by any person to enforce any rights in respect of the Property or if the powers of sale or appointing a Receiver become exercisable under any other security given before or after this Mortgage by the Borrower to the Lender or any other person or if any money payable to the Lender under any such other security is not paid within fourteen days of the due date.

NOTICES

10. A Notice shall deem to have been served:-

- (1) If it was served in person, at the time of service.
- (2) If it was served by post, forty eight hours after it was posted.

BORROWER'S DEFAULTS

- 11.1 If the Borrower fails to perform or observe any of the obligations under this Mortgage the Lender shall be entitled but not obliged to take any such steps as they think fit in or towards making good the Borrower's default without becoming liable as mortgagee in possession and for that purpose to enter the Property provided that the Lender shall have given to the Borrower at least 14 days written notice.
- 11.2 All money paid by the Lender in exercise of their rights under this Mortgage shall become money properly paid by them and the Borrower shall pay such to the Lender on demand together with any additional monies including default interest at a rate of 3% as may be payable to the Lender.
- 11.3 The Borrower shall pay to, or reimburse the Lender on demand, on a full indemnity basis, all costs and liabilities incurred by the Lender, in relation to:
 - 1) This Mortgage, the Indebtedness or the Property;
 - 2) Suing for, or recovering, any of the Secured Liabilities.Including, without limitation, the costs of any proceedings in relation to this Mortgage, the Indebtedness or the Property or incurred in or suffered by any default or delay by the Borrower in performing any of its obligations under this Mortgage.
- 11.4 The Borrower irrevocably appoints the Lender as their Attorney to execute any document or to do anything which is required for any of the purposes of this Mortgage or the exercise or enforcement of any of the Lender's rights and remedies under it.

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

EXECUTED as a Deed by
Empowered Pensions Ltd
Acting by a Director

)
)
) 

in the presence of :-

Witness Signature



Name

RIA BEAL

Address

15 BRAMBLE CLOSE,

COTTAGE RH103DB

Occupation

General Administrator

EXECUTED as a Deed by
Devco1 Limited
Acting by a Director

)
)
)

in the presence of :-

Witness Signature

.....

Name

.....

Address

.....

.....

Occupation

.....



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 12262131

Charge code: 1226 213 1 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 12th August 2020 and created by DEVCO1 LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th August 2020 .

Given at Companies House, Cardiff on 24th August 2020



Companies House



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