



**Registration of a Charge**

Company Name: **BW SIPP TRUSTEES LIMITED**

Company Number: **03011174**



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**Details of Charge**

Date of creation: **04/04/2023**

Charge code: **0301 1174 0605**

Persons entitled: **MICHAEL JOHN VERWOERT**

Brief description: **LAND AND BUILDINGS AT CRABTREE FARM, CRABTREE LANE,  
WAVENDON, MILTON KEYNES**

**Chargor acting as a bare trustee for the property.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **WE CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT  
TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC  
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION  
FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL  
INSTRUMENT.**

Certified by: **BIRKETTS LLP**



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

Company number: 3011174

Charge code: 0301 1174 0605

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th April 2023 and created by BW SIPP TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th April 2023 .

Given at Companies House, Cardiff on 8th April 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**

# HM Land Registry

## Legal charge of a registered estate

# CH1

This form should be accompanied by either Form AP1 or Form FR1

Any parts of the form that are not typed should be completed in black ink and in block capitals.

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

For information on how HM Land Registry processes your personal information, see our [Personal Information Charter](#).

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

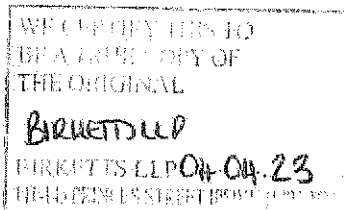
Give full name(s).

Complete as appropriate where the borrower is a company.

Enter the overseas entity ID issued by Companies House for the borrower pursuant to the Economic Crime (Transparency and Enforcement) Act 2022. If the ID is not required, you may instead state 'not required'.

Further details on overseas entities can be found in [practice guide 78: overseas entities](#).

|   |   |
|---|---|
| 1 | Title number(s) of the property:<br><b>BD254061</b>   |
| 2 | Property:<br><b>Land and Buildings at Crabtree Farm, Crabtree Lane, Wavendon, Milton Keynes</b>   |
| 3 | Date: <b>4 April 2023</b>   |
| 4 | Borrower:<br><b>BW SIPP TRUSTEES LIMITED</b> as trustees of the BW SIPP – M Verwoert – <del>22472</del> <b>24472</b> , the BW SIPP – T Stokes – 24605 and the BW SIPP – R Stokes – 24606<br><u>For UK incorporated companies/LLPs</u><br>Registered number of company or limited liability partnership including any prefix:<br><b>03011174</b><br><u>For overseas entities</u><br>(a) Territory of incorporation or formation:<br><br>(b) Overseas entity ID issued by Companies House, including any prefix:<br><br>(c) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix: |



Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with HM Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

5 Lender for entry in the register:

**MICHAEL JOHN VERWOERT**

For UK incorporated companies/LLPs

Registered number of company or limited liability partnership including any prefix:

For overseas companies

(a) Territory of incorporation:

(b) Where the entity is a company with a place of business in the United Kingdom, the registered number, if any, issued by Companies House, including any prefix:

6 Lender's intended address(es) for service for entry in the register:

7 The borrower with

☐ full title guarantee

☒ limited title guarantee

charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9

8 ☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register

☒ The borrower applies to enter the following standard form 'P' restriction in the proprietorship register of the registered estate:

"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 [ **4 APRIL 2023** ] in favour of Michael John Verwoert referred to in the charges register or their conveyancer."

9 Additional provisions

9.1 Definitions:

(a) **"the Facility Agreement"** means a loan agreement dated [ **4 APRIL 2023** ] and made between (1) the Lender and (2) the Borrower;

(b) **"the Capital Loan Sum"** means £250,000.00 (two hundred and fifty thousand pounds); and

(c) **"the Interest Rate"** means the interest rate calculated in accordance with clause 5 of the Facility

Agreement.

- 9.2 The Lender has agreed, under the Facility Agreement, to provide the Borrower with a loan facility for the Capital Loan Sum on a secured basis to assist with the Borrower's purchase of the Property.
- 9.3 The Borrower is entitled to be registered as proprietor of the Property.
- 9.4 The Borrower is to repay the Capital Loan Sum plus Interest thereon at the Interest Rate (such interest to be calculated from the date of this Deed until repayment of the Capital Loan Sum has been made in full) on or before *3 APRIL 2028* ~~1-2028~~ being the date 5 years after the date of this Deed.
- 9.5 If the Borrower does not repay the Capital Loan Sum in accordance with **clause 9.4** of this Deed then interest shall continue to accrue at the Interest Rate until repayment of the Capital Loan Sum has been made in full.
- 9.6 If the Borrower fails to perform or observe any of its obligations under this Deed or under the Facility Agreement the Lender shall be entitled but not obliged to take such steps as it thinks 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.
- 9.7 Section 103 of The Law of Property Act 1925 shall not apply to this Deed.
- 9.8 The statutory and other powers of sale and appointing a receiver shall arise on the date of this Deed and shall become exercisable by the Lender without notice to the Borrower immediately if:-
- (a) Any payment or any money payable by the Borrower under this Deed is not paid on or before the date referred to at **clause 9.4** whether demanded or not.
  - (b) The Borrower fails to comply with any of its obligations under the Facility Agreement.
  - (c) The Borrower becomes subject to an interim order or makes a proposal for a voluntary arrangement under Part VIII of The Insolvency Act 1986 or enters or seeks to enter into any form of composition or arrangement with its creditors whether in whole or in part or a petition is presented for bankruptcy of the Borrower.
  - (d) Any execution is levied on the Borrower's goods on or the Property.
- 9.9 Except where the context renders it absurd or impossible any reference to any party to this Deed shall include its successors in title and personal representatives by and against whom this Deed shall be enforced for as if they had been originally named as parties.

*burkett*

9.10 Where the the context requires the singular shall include the plural and words expressed without gender shall include any gender.

9.11 Upon repayment of the Capital Loan Sum and all interest properly payable thereon in accordance with the Facility Agreement the Lender shall within 10 working days thereof provide the Borrower with a duly completed Land Registry Form DS1 (or other equivalent form in the event Form DS1 no longer exists) to enable the Borrower to release the Property from this Charge.

9.12 Notwithstanding any other provision in this legal charge, BW SIPP Trustees Limited shall have no personal liability whatsoever arising out of or in connection with this legal charge and, except to the extent of those assets only of:

*Birketh*  
(a) the BW SIPP – M Verwoert <sup>24472</sup> ~~22472~~;

(b) the BW SIPP – T Stokes – 24605; and

(c) the BW SIPP – R Stokes - 24606

which, for the time being, are in the form of cash or can at the relevant time be converted into cash by and are available to BW SIPP Trustees Limited, BW SIPP Trustees Limited shall have no liability whatsoever as a trustee of:

*Birketh*  
(a) the BW SIPP – M Verwoert <sup>24472</sup> ~~22472~~;

(b) the BW SIPP – T Stokes – 24605; and

(c) the BW SIPP – R Stokes - 24606

arising out of or in connection with this legal charge;

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

Examples of the correct form of execution are set out in practice guide 8: execution of deeds. Execution as a deed usually means that a witness must also sign, and add their name and address.

## 10 Execution

Signed AS A DEED by  
**MICHAEL JOHN VERWOERT**  
in the presence of:

.....  
Signature

Signature of Witness: .....

Names of Witness: .....

Address of Witness: .....

Executed AS A DEED by  
**BW SIPP TRUSTEES LIMITED**  
acting by a Director  
in the presence of:

.....  
Director

Signature of Witness: .....

Names of Witness: MICHAEL RALLY - CLARK.....

Address of Witness: 163 WEST GEORGE STREET.....

Glasgow G2 2JJ.....

### WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

