



Registration of a Charge

Company Name: **REDSWAN PENSIONEERS LTD**

Company Number: **04279533**



Received for filing in Electronic Format on the: **01/07/2021**

XA7TK529

Details of Charge

Date of creation: **23/06/2021**

Charge code: **0427 9533 0063**

Persons entitled: **ANTHONY MCCARTHY**

Brief description: **LEASEHOLD PROPERTY KNOWN AS 68 BURY NEW ROAD, HEYWOOD, OL10 4RF AS REGISTERED UNDER LAND REGISTRY TITLE NUMBER GM631508.**

Contains negative pledge.

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: **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: **FORBES SOLICITORS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 4279533

Charge code: 0427 9533 0063

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd June 2021 and created by REDSWAN PENSIONEERS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st July 2021 .

Given at Companies House, Cardiff on 3rd July 2021

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

Dated

23 JUNE

2021

REDSWAN TRUSTEES LTD AND REDSWAN PENSIONERS LTD
as trustees of the Metcalfe JD Redswan SIPP (Ref: JDM20210316)

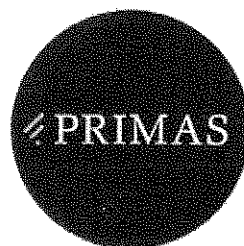
and

ANTHONY McCARTHY

LEGAL CHARGE

in respect of

68 Bury New Road, Heywood, Lancashire, OL10 4RF



The Whitehouse, Wilderspool Business Park, Greenalls Avenue, Stockton Heath, WA4 6HL

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THIS LEGAL CHARGE is made

23 JUNE

2021

PARTIES:

- (1) **REDSWAN TRUSTEES LTD** (a company registered in England under company number: 05207443) and **REDSWAN PENSIONEERS LTD** (a company registered in England under company number: 04279533) (the **Professional Trustees**) both having their registered office at Arc House, 60 Gloucester Road, Urmston, Manchester M41 and together being the trustees of the Metcalfe JD Redswan SIPP (Ref: JDM20210316) (the **Mortgagor**); and
- (2) **ANTHONY MCCARTHY** of 799 Ripponden Road, Oldham, OL1 4SQ (the **Lender**).

AGREED TERMS:

1. DEFINITIONS

In this charge, unless the context otherwise requires:

the Act: means the Law of Property Act 1925,

the Property: (subject to clause 3.2) means 68 Bury New Road, Heywood, Lancashire, OL10 4RF as registered at the date hereof at the Land Registry under title number GM631508; all fixtures in or about it, and all and every interest in it or in the proceeds of sale of it the Mortgagor may charge at law or in equity, and where the context admits references to the Property include any part of it,

the Secured Sums: means all money and liabilities for the time being due, owing or incurred to the Lender by the Mortgagor, whether actually or contingently, solely or jointly with any other person, or as principal or surety, including sums becoming due under this charge and interest, discount commission or other lawful charges and expenses the Lender may in the course of its business charge for keeping the Mortgagor's account or in respect of any of the matters specified above and so that interest shall be computed and compounded according to the usual mode of the Lender as well after as before any demand made or judgment obtained, and

- 1.1 the expression '**the Lender**', where the context so admits, includes the person for the time being entitled to redeem this security and the expression '**the Lender**', where the context so admits, includes its successors in title and assigns.

2. COVENANT TO PAY

The Mortgagor covenants with the Lender that as and when the Secured Sums or any part of them are due for payment the Mortgagor must pay the Secured Sums, or as the case may be the part of them due to be paid, to the Lender.

3. CHARGE

- 3.1 The Mortgagor with limited title guarantee charges the Property by way of legal mortgage as a continuing security to the Lender with the payment of all money covenanted to be paid by the Mortgagor under this charge.

4. COVENANTS BY MORTGAGOR

- 4.1 The Mortgagor must keep the Property in a good state of repair and in good working order and condition and renew and replace the fixtures and fittings about the Property when they become obsolete, worn out or destroyed.
- 4.2 The Mortgagor must pay all rents, rates, taxes, levies, assessments, impositions and outgoings whether governmental, municipal or otherwise that may be imposed upon or payable in respect of the Property as and when they become payable and on demand must produce the receipt for such payments.
- 4.3 The Mortgagor must permit the Lender to enter upon all buildings, erections or structures forming part of the Property, without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession, for any reasonable purpose and to view the state of the same subject to the Lender giving at least 7 days' written notice to the Mortgagor.
- 4.4 The Mortgagor must not, without the previous consent in writing of the Lender or otherwise than in accordance with plans, elevations and specifications previously submitted to and specifically approved by the

Lender in writing, make any structural alterations to any buildings, erections or structures fixed plant or machinery fixtures or fittings for the time being forming part of the Property or put up or erect any new buildings.

- 4.5 The Mortgagor must observe and perform all covenants, conditions, agreements or obligations to be observed and performed on the part of the tenant contained in any lease under which any of the Property is held by the Mortgagor, and enforce observance and performance of the landlord's covenants in any such lease.
- 4.6 If the Mortgagor receives any notice served under section 146 of the Act or any proceedings are commenced for forfeiture of any such lease or any superior lease or the landlord or any superior landlord attempts to re-enter under the provisions of such lease, the Mortgagor must give immediate notice in writing to the Lender and at the request of the Lender at the expense of the Mortgagor must take such steps as the Lender may require.
- 4.7 The Mortgagor must insure such of the Property as is of an insurable nature and keep them insured, in the joint names of the Mortgagor and the Lender or with the interest of the Lender endorsed on the policy of insurance, against loss or damage, to their full insurable value in manner approved by the Lender, and if so required must deposit with the Lender every such policy of insurance and the receipt for the latest premium payable under it.
- 4.8 The Mortgagor must ensure that all money payable under any insurance in respect of loss or damage to the Property, whether effected or maintained pursuant to the covenants contained in this charge or otherwise, is paid to the Lender or, if it is paid to the Mortgagor, must hold all money received on trust for the Lender to be applied in making good the loss or damage in respect of which the money is received or, if the Lender so requires, in or towards the discharge of the Secured Sums.
- 4.9 The Mortgagor must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Property and binding upon the Mortgagor.
- 4.10 The Mortgagor must observe any and every enactment, including every existing or future Act of Parliament, relating to or affecting the Property or any development or the use of the Property for any purpose or the employment of persons in the Property, and must execute all works and

provide and maintain all arrangements that any authorised person, authority or body recommends, directs or requires should be executed, provided or maintained at any time.

- 4.11 The Mortgagor must not create or permit to subsist any mortgage, pledge, charge, encumbrance, lien or security interest in the Property other than this security without the Lender's consent.
- 4.12 The Mortgagor must not sell the Property unless the loan is redeemed in full on or prior to completion.
- 4.13 The Mortgagor must execute and do all such assurances and things as the Lender may require for perfecting this security, preserving the Property, facilitating the realisation of the Property in such manner as the Lender may think fit and directs, and exercising all powers, authorities and discretions conferred by this charge or by law on the Lender or any receiver appointed by it.
- 4.14 The Mortgagor must pay on demand (on the footing of a full indemnity by the Mortgagor from and against them), all costs, charges and expenses, whether in the nature of income or capital, incurred by the Lender or by any receiver appointed by it in or in connection with the exercise of any powers conferred by this charge or by statute, or that they or either of them incur in or in connection with the recovery or attempted recovery of the Secured Sums or the preservation or attempted preservation of this security or of the Property and the remuneration of any receiver.

5. STATUTORY POWERS

- 5.1 In favour of any purchaser as defined in section 205 of the Act, or person dealing in good faith, the statutory powers conferred upon the Lender as varied and extended by this charge and all other powers conferred in this charge are to be deemed to arise and be exercisable immediately after the execution of this charge.
- 5.2 The Mortgagor must not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without previously obtaining the written consent of the Lender, but the Lender may grant or accept surrenders of leases without restriction after the power of sale has become exercisable.

- 5.3 The restriction on the right of consolidating mortgage securities contained in section 93 of the Act is not to apply to this security.

6. ENFORCEMENT OF SECURITY

- 6.1 Section 103 of the Act is not to apply to this security. Failing payment of the Secured Sums as and when they become due or other breach of the covenants and conditions on the Mortgagor's part contained in this charge, this security is to become enforceable, and the powers conferred on the Lender by the Act and this charge immediately exercisable, without the restrictions contained in the Act as to the giving of notice or otherwise with respect to the whole or any part of the Property.
- 6.2 At any time after this security has become enforceable or if at any time the Property appears to the Lender to be in danger of being taken in execution by any creditor of the Mortgagor or to be otherwise in jeopardy, the Lender may by writing under the hand of any officer of the Lender and without notice to the Mortgagor:
- (a) appoint any person, whether an officer of the Lender or not, to be a receiver of the Property or any part of it, and
 - (b) remove any such receiver, whether or not appointing another in his place, and may at the time of appointment or at any time subsequently fix the remuneration of any receiver so appointed.
- 6.3 None of the restrictions imposed by the Act in relation to the appointment of receivers or as to the giving of notice or otherwise is to apply.
- 6.4 In addition to the powers conferred by the Act, any receiver so appointed is to have power, at his discretion, to such extent and upon such terms and conditions as he in his absolute discretion thinks fit and without being responsible for any loss or damage that may arise or be occasioned, to:
- (a) take possession of, collect and get in the Property,
 - (b) repair, insure, protect, improve, enlarge, develop, build on, reconstruct or replace the Property or acquire by purchase lease or otherwise any further property, assets or rights,
 - (c) dispose or concur in disposing of the Property, or let, or surrender or accept surrenders of any lease or concur in letting or

surrendering or accepting surrenders of any lease of the Property, and in particular but without prejudice to the generality of the above, carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Mortgagor or otherwise,

- (d) exercise all the powers conferred on the Mortgagor by any statute, deed or contract in respect of the Property,
- (e) make any arrangement or compromise in respect of the rights of the Mortgagor,
- (f) appoint employ or dismiss managers, officers, contractors or agents,
- (g) raise or borrow money, from the Lender or otherwise, upon the security of the Property,
- (h) retain his remuneration and all costs charges and expenses incurred by him out of any money received by him,
- (i) do all other acts and things he considers incidental or conducive to the exercise of any of the above powers, and
- (j) do anything in relation to the Property that he could do if he were absolutely entitled to it.

6.5 In the exercise of his powers the receiver must conform to any regulations and directions made by the Lender, and is not to be responsible, nor is the Lender to be responsible, for any loss occasioned as a result. A receiver appointed under this security is to be deemed to be the agent of the Mortgagor and the Mortgagor alone is to be responsible for his acts and defaults and his remuneration.

6.6 At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Lender may at its discretion, without being responsible for any loss or damage that may arise in that connection and without any consent by the Mortgagor, exercise any power a receiver appointed by it could exercise.

6.7 Where the Property is sold by the Lender or any receiver appointed by the Lender it may be sold either:

- (a) together or in parcels,

- (b) by public auction or private contract, and
 - (c) for a lump sum, a sum payable by instalments or a sum on account and a mortgage or charge for the balance.
- 6.8 On any sale the Lender or receiver may make any special or other stipulations as to title or otherwise that the Lender or receiver considers expedient, and may buy in, rescind or vary any contract for sale.
- 6.9 Any sale may be to a company in which the Lender has an interest and may be in consideration of shares or securities in that company or any other company, and may be for such consideration as the Lender or the receiver as the case may be considers sufficient.

7. MONEY ARISING ON ENFORCEMENT OF SECURITY

- 7.1 All money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge must be applied in the following order of priority:
 - (a) in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver,
 - (b) in payment of the interest remaining unpaid, and
 - (c) in payment of all principal money, premiums or other sums comprised in the Secured Sums,and any other surplus may be paid to the person so entitled.
- 7.2 If the Lender so determines, payments may be made on account of principal, premium or other sums before the interest or the whole of the interest on the Secured Sums has been paid, but any alteration in the order of payment of principal, premium and other sums and interest must not prejudice the right of the Mortgagor to receive the full amount to which the Mortgagor would have been entitled if the ordinary order of payment had been observed or any less amount the sum ultimately realised from the security may be sufficient to pay.

8. POWER OF ATTORNEY

The Mortgagor irrevocably and by way of security appoints each of the Lender and any person nominated for the purpose by the Lender in writing under hand by an officer of the Lender, including every receiver appointed by it, severally as attorney of the Mortgagor, for the Mortgagor and in its name and on its behalf and as its act and deed to execute, seal and deliver and otherwise perfect and do any deed, assurance, agreement, instrument, act or thing it ought to execute and do under the covenants, undertakings and provisions contained in this charge or that may be required or deemed proper in the exercise of any rights or powers under it or otherwise for any of the purposes of this security. The Mortgagor covenants with the Lender to ratify and confirm all acts or things made, done or executed by the attorney.

9. LIABILITY OF LENDER OR RECEIVER

Neither the Lender nor any receiver appointed by the Lender, by reason of entering into possession of the Property, is to be liable to account as mortgagee in possession or for anything except actual receipts, or to be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable.

10. PERSONS DEALING WITH LENDER OR RECEIVER

- 10.1 No person dealing with the Lender or any receiver appointed by it, or with its or his attorney or agent, is to be concerned, bound or entitled to enquire or be affected by notice as to:
- (a) whether this security has become enforceable,
 - (b) whether any power exercised or purported to be exercised by it or him has become exercisable,
 - (c) the propriety or purpose of the exercise of any power under this charge,
 - (d) whether any money remains due on the security of this charge, or
 - (e) the necessity or expediency of the stipulations and conditions subject to which any disposition is to be made.
- 10.2 The receipt of the Lender or any receiver or its or his attorney or agent for

any money is to effectually discharge the person paying the same from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

11. CONTINUING SECURITY

11.1 This security is:

- (a) to be a continuing security to the Lender,
- (b) not to be considered as satisfied or discharged by any intermediate payment of part of the Secured Sums, and
- (c) to be in addition and without prejudice to or affect any other mortgages, charges, securities, liens, remedies or guarantees whatsoever that may now or at any time subsequently be held for or in respect of the Secured Sums.

11.2 The Lender may on receiving notice that the Mortgagor has encumbered the Property close any account with the Mortgagor and open a new account, and without prejudice to any right of the Lender to combine accounts, no money paid in or carried to the Mortgagor's credit in the new account is to be appropriated towards or have the effect of discharging any part of the amount due to the Lender on any closed account.

11.3 If the Lender does not open a new account or accounts immediately on receipt of such a notice, it will nevertheless be treated as if it had done so at the time when it received the notice, and as from that time all payments made by the Mortgagor will be credited or be treated as having been credited to the new account or accounts and will not operate to reduce the amount due from the Mortgagor to the Lender at the time when it received the notice.

12. DEFAULT BY MORTGAGOR

Without prejudice to any other rights and remedies of the Lender, and whether or not the Secured Sums have become due, if the Mortgagor defaults at any time in the performance of all or any of the covenants contained in this charge it shall be lawful, but not obligatory, for the Lender to perform them or to settle, liquidate or compound or contest any claim

made against the Mortgagor and to pay all costs, expenses and damages occasioned as a result, with power in the case of the failure to repair buildings or to carry out any works or do any things in accordance with the covenants and obligations contained above to enter upon the Property without being deemed to be mortgagee in possession by reason of such entry.

13. INDULGENCE

The Lender may at any time or times, without discharging or in any way prejudicing this security or any remedy of the Lender under this charge, grant to the Mortgagor or to any other person time or indulgence or further credit, loans or advances, enter into any arrangement or variation of rights or abstain from perfecting or enforcing any remedies, securities, guarantees or rights it may now or subsequently have from or against the Mortgagor or any other person.

14. DEMANDS AND NOTICES

A demand or notice under this charge must be made in writing signed by an officer of the Lender and may be served on the Mortgagor either personally or by post or email. A demand or notice by post may be addressed to the Mortgagor at his address or place of business last known to the Lender (or at its registered office in the case of a company) or at an email address provided by the Mortgagor to the Lender, and a demand or notice so addressed and posted or sent by email is to be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Mortgagor.

15. REPRESENTATION AND WARRANTY

The Mortgagor represents and warrants to the Lender that the execution of this charge and the observance and performance of his obligations under this charge does not contravene any charge, mortgage, lease, loan facility or other agreement.

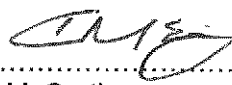
16. LIMITATION OF LIABILITY

The parties agree that - despite any provision to the contrary herein - the liability of Redswan Trustees Ltd (CRN 05207443), Redswan Pensioners Ltd (CRN 04279533) and Redswan Ltd (CRN 05101878) (together '**Redswan**') shall not be personal but shall be limited to the extent of the assets for the time being of the Metcalfe JD Redswan SIPP (Ref: JDM20210316) (the '**Member's Plan**') held within the Redswan SIPP established by trust deed 3/11/2004. Further, Redswan shall have no such liability after it ceases to be a trustee/Administrator of the Member's Plan.

Executed and delivered as a deed on the date first above written

SIGNED and delivered as a deed
by **ANTHONY McCARTHY**
in the presence of:

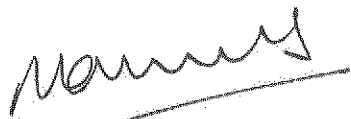
)
)
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A McCarthy

Witness Name: Mr. Peter Glynn
Witness Address: 58, Herbert Street
..... Water Sheddings
..... Oldham OL4 2 QX
Witness Occupation: Valet Manager
Witness Signature: P. Glynn


EXECUTED and delivered as a deed
by REDSWAN TRUSTEES LTD
acting by one director
in the presence of:

)
)
)
)


.....
Director

Witness Name: JANET BROWN

Witness Address:

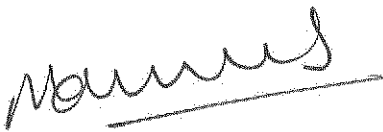
 **Redswan Ltd**
Arc House, 60 Gloucester Rd.,
Urmston, Manchester,
M41 9AE.
T: 0845 890 1495
F: 0161 241 5347

Witness Occupation: ACCOUNTS/OFFICE ADMINISTRATOR

Witness Signature: J. Brown


EXECUTED and delivered as a deed
by REDSWAN PENSIONEERS LTD
acting by one director
in the presence of:

)
)
)
)


.....
Director

Witness Name: JANET BROWN

Witness Address:

 **Redswan Ltd**
Arc House, 60 Gloucester Rd.,
Urmston, Manchester,
M41 9AE.
T: 0845 890 1495
F: 0161 241 5347

Witness Occupation: ACCOUNTS/OFFICE ADMINISTRATOR

Witness Signature: J. Brown