



**Acquisition of a Charge**

Company name: **COUNTRYWIDE ASSURED PLC**

Company number: **02261746**



XCUH60NE

Received for Electronic Filing: **11/01/2024**

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**Details of Charge**

Date of creation: **23/02/2023**

Date of acquisition: **01/01/2024**

Charge code: **0226 1746 0013**

Persons entitled: **NICOLA SUSAN CAME  
LOUISE AMANDA READ**

Brief description: **ALL THAT FREEHOLD LAND AND BUILDINGS KNOWN AS 13 CHURCH STREET, KINGSBRIDGE, TQ7 1BT BEING THE WHOLE OF THE PROPERTY CURRENTLY REGISTERED AT THE LAND REGISTRY UNDER FREEHOLD TITLE NUMBER DN111829 AND ALL THAT FREEHOLD LAND AND BUILDINGS KNOWN AS 3 SOUTH PLACE, THE PROMENADE, KINGSBRIDGE, TQ7 1JE BEING THE WHOLE OF THE PROPERTY CURRENTLY REGISTERED AT THE LAND REGISTRY UNDER FREEHOLD TITLE NUMBER DN386972.**

**Contains fixed charge(s).**

**Contains floating charge(s) (floating charge covers all the property or undertaking of the company).**

**Contains negative pledge.**

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**Authentication of Form**

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

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## 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: **DJM LAW LIMITED**



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

Company number: 2261746

Charge code: 0226 1746 0013

The Registrar of Companies for England and Wales hereby certifies that a charge acquired by COUNTRYWIDE ASSURED PLC on 1st January 2024 was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 11th January 2024 .

Given at Companies House, Cardiff on 11th January 2024

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**

Certified as the  
best evidence of  
the charge

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND  
SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND

**LEGAL CHARGE OVER PROPERTY**

THIS DEED is dated

23 February 2023

Parties

- (1) **NICOLA SUSAN CAME** of Camelot, Landpath, Thurstlestone, Kingsbridge, Devon TQ7 3PE.
- (2) **LOUISE AMANDA READ** of Stable End, Malborough, Kingsbridge, Devon TQ7 3DD.
- (together parties (1) and (2) shall be known as the **Lenders**)
- (3) **CASLP LTD** incorporated and registered in England and Wales with company number 00980142 whose registered office is at Third Floor One Temple Quay, 1 Temple Back East, Bristol BS1 6DZ (**Borrower**) in relation to the Funds.

Certified True Copy
<i>M. Price</i>
Solicitor
SWANSEA
Date: 11-01-2024

*13 Axle Court  
Hillford Way  
Swansea Vale  
Swansea  
SA7 0AJ*

**Background**

- (A) The Lenders have agreed, under the Loan Agreement, to provide the Borrower with loan facilities on a secured basis.
- (B) Under this deed, the Borrower provides security to the Lenders for the loan facilities made or to be made available under the Loan Agreement.

**AGREED TERMS**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The following definitions apply in this deed:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Charged Property:** the Properties for the time being subject to any Security created by this deed, any assets located at the Properties and any income derived from the property and any benefit of any insurance claim connected to the Properties.

**Environment:** the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and any living organisms (including man) or systems supported by those media.

**Event of Default:** has the meaning given to that expression in the Loan Agreement.

**Funds:** means both The Nicola Came One SIPP Fund and The Louise Read One SIPP Fund.

**Loan Agreement:** the loan agreement dated on or around the same day as this Legal Charge between the Borrower and the Lenders for the provision of the loan secured by this deed.

**LPA 1925:** the Law of Property Act 1925.

**Properties:** the freehold or leasehold property (whether registered or unregistered) owned by the Borrower described in Schedule 1.

**Receiver:** a receiver or a receiver and manager of any or all of the Charged Property.

**Secured Liabilities:** all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, under or in connection with the Loan Agreement or this deed, together with all interest (including, without limitation, default interest) accruing in respect of those monies, obligations or liabilities.

**Security:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect.

## 1.2 Interpretation

In this deed:

- (a) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this deed shall be binding on, and enure to the benefit of, the parties to this deed and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (b) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time; and
- (c) a reference to writing or written includes fax and email.

## 1.3 Clawback

If the Lenders consider that an amount paid by the Borrower in respect of the Secured Liabilities is capable of being avoided or otherwise set aside on the liquidation or administration of the Borrower or otherwise, then that amount shall not be considered to have been irrevocably paid for the purposes of this deed.

## 1.4 Nature of security over real property

A reference in this deed to a charge or mortgage of or over the Properties includes:

- (a) all buildings and fixtures and fittings (including trade and tenant's fixtures and fittings) and fixed plant and machinery that are situated on or form part of the Properties at any time;
- (b) the proceeds of the sale of any part of the Properties and any other monies paid or payable in respect of or in connection with the Properties;

- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Properties and any monies paid or payable in respect of those covenants; and
- (d) all rights under any licence, agreement for sale or agreement for lease in respect of the Properties.

**1.5 Law of Property (Miscellaneous Provisions) Act 1989**

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989 and the terms of the Loan Agreement are incorporated into this deed.

**1.6 Perpetuity period**

If the rule against perpetuities applies to any trust created by this deed, the perpetuity period shall be 125 years (as specified by section 5(1) of the Perpetuities and Accumulations Act 2009).

**2. COVENANT TO PAY**

The Borrower shall, on demand, pay to the Lenders and discharge the Secured Liabilities when they become due.

**3. GRANT OF SECURITY**

As a continuing security for the payment and discharge of the Secured Liabilities, the Borrower with full title guarantee charges to the Lenders by way of first legal charge, each of the Properties.

**4. REGISTRATION OF LEGAL CHARGE AT THE LAND REGISTRY**

Following Completion, the Borrower shall make an application to the Land Registrar for the following restriction in Form P to be registered against its title to each of the Properties:

“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 [ 23 February 2023 ] in favour of Nicola Susan Came and Louise Amanda Read referred to in the Charges Register or their conveyancer”.

**5. LIABILITY OF THE BORROWER**

**5.1 Negative pledge and disposal restrictions**

The Borrower shall not at any time, except with the prior written consent of both the Lenders:

- (a) create, purport to create or permit to subsist any Security on, or in relation to, any Charged Property other than any Security created by this deed;

- (b) sell, assign, transfer, alter, part with possession, of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Charged Property; or
- (c) create or grant (or purport to create or grant) any interest in the Charged Property in favour of a third party including any lease or licence.

**5.2 Title documents**

The Borrower shall, if so required by both of the Lenders, deposit with one of the Lenders all deeds and documents of title relating to the Charged Property.

**5.3 Insurance**

- (a) Unless otherwise agreed in writing with both the Lenders, the Borrower shall insure and keep insured (unless insured by a landlord) on such terms as are reasonably acceptable to the Lenders the Charged Property for its full reinstatement value against:
  - (i) loss or damage by fire or terrorist acts, including any third party liability arising from such acts; and
  - (ii) other risks, perils and contingencies that would be insured against by reasonably prudent persons.
- (b) The Borrower shall
  - (i) not do or omit to do, or permit to be done or omitted, any act or thing that may invalidate or otherwise prejudice any Insurance Policy; and
  - (ii) promptly pay all premiums in respect of any Insurance Policy and if requested by one or both of the Lenders produce to such Lender copies of any Insurance Policies and/or certificates of insurance.

**5.4 No restrictive obligations**

The Borrower shall not, without the prior written consent of both the Lenders, enter into any onerous or restrictive obligations affecting the whole or any part of the Properties or create or permit to arise any overriding interest, easement or right whatever in or over the whole or any part of the Properties.

**6. POWERS OF THE LENDER**

The Lenders shall be entitled (but shall not be obliged) to remedy, at any time, a breach by the Borrower of any of its obligations contained in this deed.

**7. WHEN SECURITY BECOMES ENFORCEABLE**

- 7.1** The security constituted by this deed shall become immediately enforceable if an Event of Default occurs at which time the Secured Liabilities are deemed to have become due and payable on the date of this deed.

**7.2 Enforcement powers**

- (a) The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lenders and a purchaser from the Lenders, arise on and be exercisable at any time after the execution of this deed, but the Lenders shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable.
- (b) Section 103 of the LPA 1925 does not apply to the security constituted by this deed.

### **7.3 Prior Security**

At any time after the security constituted by this deed has become enforceable, or after any powers conferred by any Security having priority to this deed shall have become exercisable, the Lenders may redeem that or any other prior Security.

### **7.4 No liability exercising power of sale**

Neither the Lenders nor any Receiver shall be liable, by reason of exercising a power of sale over the Charged Property, nor shall any of them be liable for any loss on realisation of, or for any act, neglect or default of any nature in connection with, all or any of the Charged Property for which a person exercising a power of sale might be liable as such.

## **8. RECEIVERS**

### **8.1 Appointment**

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lenders may, without further notice, together appoint by way of deed, or otherwise in writing, any one or more person or persons to be a Receiver of all or any part of the Charged Property.

### **8.2 Removal**

The Lenders may together, without further notice (subject to section 45 of the Insolvency Act 1986), from time to time, by way of deed, or otherwise in writing, remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### **8.3 Remuneration**

The Lenders may together fix the remuneration of any Receiver appointed by it without the restrictions contained in Section 109 of the LPA 1925 and the remuneration of the Receiver shall be a debt secured by this deed, to the extent not otherwise discharged.

### **8.4 Power of appointment additional to statutory powers**

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lenders under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

### **8.5 Power of appointment exercisable despite prior appointments**



The power to appoint a Receiver (whether conferred by this deed or by statute) shall be, and remain, exercisable by the Lenders despite any prior appointment in respect of all or any part of the Charged Property.

#### **8.6 Agent of the Borrower**

Any Receiver appointed by the Lenders under this deed shall be the agent of the Borrower and the Borrower shall be solely responsible for the contracts, engagements, acts, omissions, defaults, losses and remuneration of that Receiver and for liabilities incurred by that Receiver. The agency of each Receiver shall continue until the Borrower goes into liquidation and after that the Receiver shall act as principal and shall not become the agent of the Lenders.

### **9. POWERS OF RECEIVER**

#### **9.1 Powers additional to statutory powers**

Any Receiver appointed by the Lenders under this deed shall have the powers conferred on him by statute and any other power as the Lenders shall confer on it.

#### **9.2 Delegation**

- (a) The Lenders or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it or him/her by this deed (including the power of attorney granted under clause 13).
- (b) The Lenders and each Receiver may make a delegation on the terms and conditions (including the power to sub-delegate) that it or he/she thinks fit.

#### **9.3 Liability**

Neither the Lenders nor any Receiver shall be in any way liable or responsible to the Borrower for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate.

### **10. APPLICATION OF PROCEEDS**

The application of any monies received by the Lenders under this deed shall be determined by the Lenders in accordance with the Loan Agreement.

### **11. COSTS**

The Borrower shall, within five Business Days of demand, pay to, or reimburse, the Lenders, on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind incurred by the Lenders, any Receiver or any delegate in connection with:

- (a) taking, holding, protecting, perfecting, presuming or enforcing (or attempting to do so) any of the Lenders', a Receiver or a Delegate's rights under this deed; or
- (b) taking proceedings for or receiving any of the Secured Liabilities.

**12. FURTHER ASSURANCE**

**12.1** The Borrower shall promptly, at its own expense, take whatever action the Lenders or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security created or intended to be created by this deed;
- (b) facilitating the realisation of any Charged Property; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lenders or any Receiver in respect of any Charged Property,

including, without limitation the execution of any mortgage, transfer, conveyance, assignment or assurance of all or any of the assets forming part of (or intended to form part of) the Charged Property (whether to the Lenders or to their nominee) and the giving of any notice, order or direction and the making of any filing or registration which, in any such case, the Lender may consider necessary or desirable.

**13. POWER OF ATTORNEY**

By way of security, the Borrower irrevocably appoints the Lenders and any Receiver and any delegate separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute any documents and do any acts and things that the Borrower is required to execute and do under this deed.

**14. ASSIGNMENT AND TRANSFER**

Neither the Lenders nor the Borrower may assign any of its rights, or transfer any of its rights or obligations, under this deed without the prior written consent of the other party.

**15. SET-OFF**

The Lenders may at any time set off any liability of the Borrower to the Lenders which relate to the Funds against any liability of the Lenders to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this deed.

**16. CONSOLIDATION**

For the avoidance of doubt, the restriction on the right of consolidation contained in section 93 of the LPA 1925 shall apply to this deed and the Lenders confirm that upon redemption of this Legal Charge they will not require any other Security which is held by the Borrower and is entirely separate to the loan provided pursuant to the Loan Agreement, to be released simultaneously or as a result of redemption of this Legal Charge.

**17. AMENDMENTS, WAIVERS AND CONSENTS**

**17.1 Amendments**

No amendment of this deed shall be effective unless it is in writing and signed by, or on behalf of, each party (or its authorised representative).

**17.2 Waivers and consents**

A waiver of any right or remedy under this deed or by law, or any consent given under this deed, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

**17.3 Rights and remedies**

The rights and remedies provided under this deed are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

**18. SEVERANCE**

If any provision (or part of a provision) of this deed is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted.

**19. COUNTERPARTS**

This deed may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all the counterparts shall together constitute one deed.

**20. THIRD PARTY RIGHTS**

Except as expressly provided elsewhere in this deed, a person who is not a party to this deed shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce, or enjoy the benefit of, any term of this deed. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

**21. CONTINUING SECURITY**

The security constituted by this deed shall remain in full force and effect as a continuing security for the Secured Liabilities, despite any settlement of account, or intermediate payment, or other matter or thing, unless and until the Lender discharges this deed in writing.

**22. NOTICES**

**22.1 Delivery**

Any notice or other communication given to a party under or in connection with this deed shall be:

- (a) in writing;
- (b) delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by email; and
- (c) sent to the relevant party to the addresses at the head of this deed (or such other addresses or email addresses as one party may notify to the other from time to time).

## **22.2 Receipt**

Any notice or other communication that one party gives to the other shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and
- (c) if sent by email, at 9 a.m. when received in legible form.

A notice or other communication given as described in clause 22.2(a) or clause 22.2(c) on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.

## **22.3 Service of proceedings**

This clause 22 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

## **23. LIMITATION OF LIABILITY**

Notwithstanding anything contained in the Loan Agreement, this Legal Charge, all amendments or supplements to or variations of any of the foregoing from time to time and each document, agreement, memorandum or instrument as may be required to be entered into by or on behalf of the Borrower to give effect to or in connection with the transactions contemplated by any of the foregoing (the "**Relevant Agreements**") the Lenders agree that they will look solely to the security constituted by this Legal Charge and the proceeds of enforcement thereof for payments expressed to be payable by and all other obligations of the Borrower under the Relevant Agreements, and that, in relation to such amounts and such obligations the Lenders shall not otherwise take or pursue any judicial or other steps or proceedings, or exercise of any rights of set-off or similar rights which it may have against the Borrower or the Borrower's other assets.

## **24. INDEPENDENT ADVICE**

By entering into this deed, the parties confirm that they have had the opportunity to have independent legal advice as to the contents of this document and are happy to proceed on this basis.

**25. GOVERNING LAW AND JURISDICTION**

This deed and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this deed or its subject matter or formation.

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

**Schedule 1      Property**

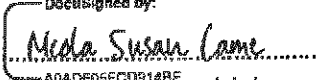
1.      Title Number: DN111829


**ALL THAT** freehold land and buildings known as 13 Church Street, Kingsbridge TQ7 1BT being the whole of the property currently registered at the Land Registry under freehold Title Number DN111829

2.      Title Number: DN386972

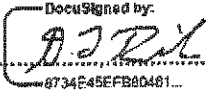
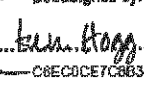
**ALL THAT** freehold land and buildings known as 3 South Place, The Promenade, Kingsbridge TQ7 1JE being the whole of the property currently registered at the Land Registry under freehold Title Number DN386972

Signed by the Lenders

Sign as a Deed by <b>NICOLA SUSAN CAME</b>	DocuSigned by:  ..... I confirm that the witness named below was physically present when I signed this deed
	In the presence of: (witness signature) ..... I confirm that I was physically present when the above signatory signed this deed
	Witness Name: <b>Stephenj Pepperrell</b>
	Witness Address: <b>2 Landpath Thurlstone Devon TQ73PE</b> Witness Occupation: <b>Dr</b>

Sign as a Deed by <b>LOUISE AMANDA READ</b>	DocuSigned by:  ..... I confirm that the witness named below was physically present when I signed this deed
	In the presence of: (witness signature) ..... I confirm that I was physically present when the above signatory signed this deed
	Witness Name: <b>Vanda Lorraine Paul</b>
	Witness Address: <b>Scrumpy Lodge, Malborough TQ7 3DD</b> Witness Occupation: <b>Dental Hygienist</b>

Signed by the Borrower

Signed as a Deed by CASLP LTD acting by two Directors	Director .....  DocuSigned by: 8734E45EFB80481...
	Director .....  DocuSigned by: C8EC0CE7C8B34E0...