

MR01  
Particulars of a charge



Companies House

133545/23



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

☒ **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  
an instrument. Use form MR08.



A03 16/10/2020 #153  
COMPANIES HOUSE  
\*A9FS1FB6\*  
A22 30/10/2020 #22  
COMPANIES HOUSE  
\*A9GRL208\*  
A09 16/10/2020 #401  
COMPANIES HOUSE  
\*A9FS1VYA\*

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. The instrument must be scanned and placed on the public record. **Do not send the original.**

**1 Company details**

Company number 1 0 6 1 4 6 2 7

Company name in full Penstar Developments Limited

20

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 4 m 1 m 0 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 Andrew Ferguson of Heath House, Church Street, Carlby, Stamford,  
PE9 4NB and Whitehall Trustees Limited whose registered office is  
Name at 41 Greek Street, Stockport, Cheshire, SK3 8AX as Trustees of the  
Penstar Developments Limited Pension Scheme

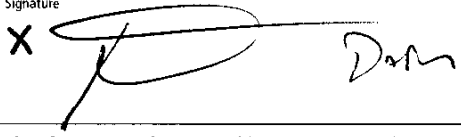
Name

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

|          |                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                         |
|----------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>4</b> | <b>Brief description</b><br>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.<br><br>Brief description<br>8 South Parade, Spalding, PE11 2YJ registered at the Land Registry under Title No LL71080 | 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".<br><br>Please limit the description to the available space. |
| <b>5</b> | <b>Other charge or fixed security</b><br>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.<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No                                         |                                                                                                                                                                                                                                                                                                                         |
| <b>6</b> | <b>Floating charge</b><br>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.<br><input type="checkbox"/> Yes Continue<br><input checked="" type="checkbox"/> No Go to <b>Section 7</b><br>Is the floating charge expressed to cover all the property and undertaking of the company?<br><input type="checkbox"/> Yes                                |                                                                                                                                                                                                                                                                                                                         |
| <b>7</b> | <b>Negative Pledge</b><br>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?<br>Please tick the appropriate box.<br><input type="checkbox"/> Yes<br><input checked="" type="checkbox"/> No                                                                                               |                                                                                                                                                                                                                                                                                                                         |
| <b>8</b> | <b>Trustee statement <sup>①</sup></b><br>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.<br><input type="checkbox"/>                                                                                                                                                                         | <b>①</b> This statement may be filed after the registration of the charge (use form MR06).                                                                                                                                                                                                                              |
| <b>9</b> | <b>Signature</b><br>Please sign the form here.<br><br>Signature<br>X  X<br><br>This form must be signed by a person with an interest in the charge.                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                         |

# MR01

## 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  | Mark Scotney         |
| Company name  | Double & Megson      |
| Address       | 11 Market Place      |
| Post town     | Market Deeping       |
| County/Region | Lincolnshire         |
| Postcode      | P E 6 8 E A          |
| Country       |                      |
| DX            | 11451 Market Deeping |
| Telephone     | 01778 341494         |



### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)



**FILE COPY**

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

Company number: 10614627

Charge code: 1061 4627 0029

The Registrar of Companies for England and Wales hereby certifies that a charge dated 14th October 2020 and created by PENSTAR DEVELOPMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 16th October 2020.

Given at Companies House, Cardiff on 9th November 2020

DX



**Companies House**



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

We hereby certify this to be  
a true copy of the original  
Doublet Megan



## LEGAL MORTGAGE OVER PROPERTY

THIS DEED is dated 14<sup>th</sup> day of October 2020

### Parties

- (1) Penstar Developments Limited incorporated and registered in England and Wales with company number 10614627 whose registered office is at Heath House 3 Church Street, Carlby, Stamford, United Kingdom, PE9 4NB (**Borrower**)
- (2) Andrew Ferguson of Heath House, Church Street, Carlby, Stamford, PE9 4NB and Whitehall Trustees Limited whose registered office is at 41 Greek Street, Stockport, Cheshire, SK3 8AX as Trustees of the Penstar Developments Limited Pension Scheme (**Pension Scheme**) (**Lender**)

### BACKGROUND

- (A) The Lender has 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 Lender 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 property for the time being subject to any Security created by this deed, any assets located at the Property and any income derived from the property and any benefit of any insurance claim connected to the Property.

**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.

**Loan Agreement:** the Loan agreement dated the same day as this Legal Mortgage between the Borrower and the Lender for the provision of the loan secured by this deed.

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

**Property:** 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 Lender considers 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 Property** 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 Property at any time;
- (b) the proceeds of the sale of any part of the Property and any other monies paid or payable in respect of or in connection with the Property;
- (c) the benefit of any covenants for title given, or entered into, by any predecessor in title of the Borrower in respect of the Property 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 Property.

**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 Lender and discharge the Secured Liabilities.

**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 Lender by way of first legal mortgage, the Property.

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

The Chargor consents to an application being made by the Lender to the Land Registrar for registration of a restriction as follows:

"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 [14 October] 2020 in favour of Andrew Ferguson and Whitehall Trustees Limited 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 the Lender:

- (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 the Lender, deposit with the Lender all deeds and documents of title relating to the Charged Property.

### **5.3 Repair and maintenance**

The Borrower shall keep all premises, and fixtures and fittings on the Property, in good and substantial repair and condition and shall not, without the prior written consent of the Lender pull down or remove the whole or any part of any building forming part of the Property or develop the Property.

### **5.4 Insurance**

- (a) The Borrower shall insure and keep insured (unless insured by a landlord) on such terms as are reasonably acceptable to the Lender the Charged Property 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 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.

### **5.5 No restrictive obligations**

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

**6. POWERS OF THE LENDER**

6.1 The Lender 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.

- (a) The Lender may, as agent for the Borrower, dispose of any chattels found on the Property.

**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 Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender 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.
- (c) The Lender will be expressly limited to exercising its power of sale and in no circumstance will the Lender be entitled to act as a mortgagee in possession in respect of all or any part of the Charged Property.

**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 Lender may redeem that or any other prior Security.

**7.4 No liability exercising power of sale**

Neither the Lender, 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 Lender may, without further notice, 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 Lender may, 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.

**9. POWERS OF RECEIVER**

**9.1 Powers additional to statutory powers**

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

**9.2 Liability**

Neither the Lender 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 Lender under this deed shall be determined by the Lender.

**11. COSTS AND INDEMNITY**

**11.1 Costs**

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

**11.2 Indemnity**

The Borrower shall indemnify the Lender and any Receiver, and their respective employees and agents against all liabilities, costs, expenses, damages and losses suffered or incurred by any of them arising out of or in connection with the exercise or purported exercise of any of the rights under this deed.

**12. POWER OF ATTORNEY**

By way of security, the Borrower irrevocably appoints the Lender and any Receiver 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.

**13. ASSIGNMENT AND TRANSFER**

13.1 The Lender may assign or transfer any or all of its rights and obligations under this deed.

13.2 The Borrower may not assign any of its rights, or transfer any of its rights or obligations, under this deed.

**14. SET-OFF**

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

**15. AMENDMENTS, WAIVERS AND CONSENTS**

**15.1 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).

**15.2 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.

**15.3 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.

**16. 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.

**17. 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.

**18. 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.

**19. 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.

**20. NOTICES**

**20.1 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).

**20.2 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. on the following Business Day.

A notice or other communication given as described in clause 20.2(a) or clause 20.2(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.

**20.3 Service of proceedings**

This clause 20 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.

**21. LIMITATION OF LIABILITY**

Provided always that the liability herein of Whitehall Trustees Limited shall not be personal but shall be limited to the extent of the assets of the Penstar Developments Limited Pension Scheme but without prejudice to the full personal joint and several liability of the other person or persons herein.

**22. 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**

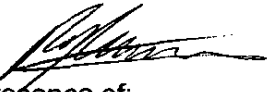
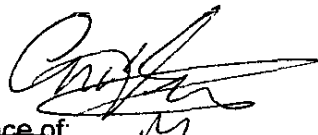
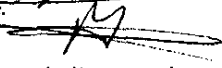
8 South Parade, Spalding, PE11 2YJ registered at the Land Registry under title number **LL71080**

**Schedule 1 Property**

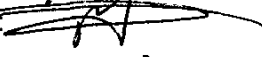
8 South Parade, Spalding, PE11 2YJ registered at the Land Registry under title number **LL71080**

**THIS LABEL HAS BEEN ADDED TO  
ENABLE THE PAGE TO BE SCANNED.  
PLEASE NOTE THIS DOES NOT FORM  
PART OF THE DEED**

Signed by The Lender

|                            |                                                                                                                                                                                                                                                                                                                                                                                         |
|----------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Whitehall Trustees Limited | <p>Director </p> <p>In the presence of:</p> <p> (witness signature)</p> <p>Witness Name: C CHESTER</p> <p>Witness Address: FRYDAL CL<br/>BURN<br/>BL9 9LL</p> <p>Witness Occupation: PENSIONS<br/>ADMINISTRATOR</p> |
| Andrew Ferguson            | <p>Signature </p> <p>In the presence of: <br/>(witness signature)</p> <p>Witness Name: BEN THORPE</p> <p>Witness Address: 194 HIGH RD<br/>NESTON<br/>PR2 6TW</p> <p>Witness Occupation: KITCHEN DESIGNER</p>       |

Signed by The Borrower

|                                     |                                                                                                                                                                                                                                                                                                                                                                                      |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Penstar Developments Limited</p> | <p>Director </p> <p>In the presence of <br/>(witness signature)</p> <p>Witness Name: BEN THORPE</p> <p>Witness Address: 194 HIGH RD<br/>WESTON<br/>PE12 6JW</p> <p>Witness Occupation:<br/>KITCHEN DESIGNER</p> |
|-------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|