100914/13

In accordance with Sections 859A and 859J of the Companies Act 2006

MR01
Particulars of a charge

Companies House

SATURDAY

A346G4KX
A34 22/03/2014 #159
COMPANIES HOUSE

A33OII3E
A24 15/03/2014 #52
COMPANIES HOUSE

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

You can use the WebFi
Please go to www comp

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
You may not use this for register a charge where instrument Use form M

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☐ You **must** enclose a certified copy of the instrument with this form This will be scanned and placed on the public record

1 Company details

For official use: 9 4 4

Company number: 0 3 2 5 7 3 8 9

Company name in full: AJ BELL (PP) TRUSTEES LIMITED

→ **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 0 m 0 3 y 2 0 1 4

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: THE ROYAL BANK OF SCOTLAND PLC

Name:

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

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4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

Continuation page
Please use a continuation page if you need to enter more details

Description

5 ROONEY STREET WIGAN
WN1 1DG WHICH IS REGISTERED AT
LAND REGISTRY WITH TITLE
NUMBER GM745226

5 Fixed charge or fixed security

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

☑ **Yes**

☐ **No**

6 Floating charge

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

☐ **Yes** Continue

☑ **No** Go to **Section 7**

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

☐ **Yes**

7 Negative Pledge

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

☑ **Yes**

☐ **No**

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8 Trustee statement ❶

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

☐

❶ This statement may be filed after the registration of the charge (use form MR06)

9 Signature

Please sign the form here

Signature

Signature

X X

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

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Particulars of a charge

Presenter information

We will send the certificate to the address entered below All details given here will be available on the public record You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address

Contact name MATTHEW JONES

Company name SOLICITOR DIRECT

Address

Post town

County/Region

Postcode

Country

DX 20206 LEYLAND

Telephone 01772 424999

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 £13 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 companieshouse gov uk or email enquiries@companieshouse gov uk

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

This form has been provided free of charge by Companies House

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3257389

Charge code. 0325 7389 0944

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th March 2014 and created by AJ BELL (PP) TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd March 2014

Dx

Given at Companies House, Cardiff on 26th March 2014

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

Certified True Copy
of the Original Solicitor Direct
Signed

Our ref 2247312/SD4

Legal Charge – Commercial Property (3rd Party Trust (RPS))

THIS IS AN IMPORTANT DEED YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING. YOU WILL HAVE TO PAY IF THE BANK IS NOT PAID BY THE CUSTOMER YOUR LIABILITY IS LIMITED TO THE VALUE OF THE PROPERTY.

Owner AJ BELL (PP) TRUSTEES LIMITED AND FRANCESCO SPINELLA **as trustees of** THE FRANCESCO SPINELLA SIPP AND AJ BELL (PP) TRUSTEES LIMITED AND WENDY GREEN AS TRUSTEES OF THE WENDY GREEN SIPP

Customer: The present and future trustees of THE FRANCESCO SPINELLA SIPP

And/or ~~THE WENDY GREEN SIPP~~

The present and future trustees of THE WENDY GREEN SIPP

Bank: The Royal Bank of Scotland plc

Property: 5 RODNEY STREET WIGAN WN1 1DG (Land Registry Title No GM745226

References to **Property** include any part of it and the other assets charged by Clause 1

Date 1 0 0 3 1 4 ← **You must date the document**

1 **Charge**

1 1 The Owner with full title guarantee.

1 1 1 charges to the Bank all legal interest in the Property, *by way of legal mortgage*

1 1 2 gives to the Bank a fixed charge over any of the following property of the Owner, whether owned now or in the future

1 1 2 1 any other interest in the Property

1 1 2 2 all rents receivable from any lease granted of the Property

1 1 2 3 the proceeds of any insurance affecting the Property

1 2 This deed secures the payment on demand on the Customer of

1 2 1 the Customer's Obligations

1 2 2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed **Interest** is applied from the date of payment at the rate charged by the Bank to the Customer and calculated both before and after demand or judgment on a daily basis and compounded quarterly on the days selected by the Bank

The Customer's **Obligations** are all the Customer's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) As the Customer's Obligations include any contingent liabilities, if the Customer gives the Bank a guarantee of another person's liabilities, this deed will secure the Customer's liabilities under that guarantee

1 3 This deed will secure the amount claimed by the Bank to be the Customer's Obligations regardless of whether the Customer has the power to incur them

1 4 The Bank shall not be entitled to recover any amount under this deed in excess of the assets of the FRANCESCO SPINELLA SIPP AND WENDY GREEN SIPP available to the Owners as trustees of such trust

2 **Continuing Security**

This deed is and will remain a continuing security, even if the Owner (being an individual) dies or suffers incapacity The Owner (or the Owner's personal representatives) may give one month's notice to discontinue this deed but it will remain security for all the Customer's Obligations at the date notice is received by the Bank and for any further Customer's Obligations that arise before the expiry of the notice.

3 **Restrictions**

The Owner will not, without the Bank's consent

3 1 permit or create any mortgage, charge or lien on the Property

3 2 dispose of the Property

3 3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting

3 4 part with or share possession or occupation of the Property

4 **Land Registry**

The Owner and the Bank apply to the Land Registry to enter a restriction that "no disposition of the registered estate by the proprietor of the registered estate is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Bank referred to in the charges register". The Bank may also register any priority arrangements at the Land Registry which will then be publicly available

5. **Arrangements with the Customer and Others**

Without releasing or affecting the **Security** created by this deed, and without the Owner's consent, the Bank may.

5 1 grant new facilities or credit to the Customer or any other person, and increase any rate of interest or charge

5.2 allow time to and agree, renew, vary or end any arrangements with the Customer or any other person

5 3 release, renew, vary or refrain from enforcing any security or guarantee held from the Customer or any other person

5 4 settle with or release from liability the Customer or any other person

6 **Preservation of the Bank's Claims**

6 1 Until the Customer's Obligations have been paid in full

6 1 1 the Owner is not entitled to claim or share any security held by the Bank, or any payment received by the Bank, for the Customer's Obligations.

6 1 2 the Owner will not make any claim against, or in the insolvency of, the Customer or any guarantor of the Customer

6 1 3 the Owner will not take any security from, or enforce any security against, the Customer or any guarantor of the Customer

6 2 The Owner will hold on trust for the Bank any payment or security received by the Owner in breach of these provisions

7 **Preservation of the Bank's Rights and Further Assurance**

7.1 This deed is in addition to any other security or guarantee for the Customer's Obligations held by the Bank, now or in the future The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights

7 2 This deed will not be released if the Bank fails to take any intended security or guarantee for the Customer's Obligations or if any other security or guarantee held by the Bank for the Customer's Obligations is unenforceable

7 3 Any release or settlement of liability will only take effect when any reductions in the Customer's Obligations or new security given to the Bank cannot be challenged for any reason The Bank may retain this deed and any existing security until it is satisfied that it will not have to make any repayments or give up any new security

7 4 If any of the Customer's Obligations are void or unenforceable against the Customer, this deed will still secure the same amount that it would have done had this not been the case.

7 5 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's Security

8 **Property Undertakings**

The Owner will

8 1 permit the Bank at any time to inspect the Property

8 2 keep all Property of an insurable nature comprehensively insured (including if requested by the Bank, terrorism cover) to the Bank's reasonable satisfaction for its full reinstatement cost In default, the Bank may arrange insurance at the Owner's expense

8 3 hold on trust for the Bank all proceeds of any insurance of the Property At the Bank's option, the Owner will apply the proceeds in making good the relevant loss or damage, or to reduce the Customer's Obligations or any secured expenses

8 4 where required by the Bank, deposit with the Bank all insurance policies (or copies where the Bank agrees), and all deeds and documents of title relating to the Property

8 5 keep the Property in good condition

8 6 not, without the Bank's consent, carry out any development on or make any alterations to the Property which require planning permission or approval under building regulations

8 7 if the Property is leasehold, comply with the terms of the lease and immediately inform the Bank if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease

9 **Possession and Exercise of Powers**

9 1 The Bank does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property) The Owner will continue in possession until the Bank takes possession

9 2 If the Bank makes a demand on the Customer, the Bank may then take possession or exercise any of its other powers without further delay

9 3 Any purchaser or third party dealing with the Bank or a receiver may assume that the Bank's powers have arisen and are exercisable without proof that demand has been made

9 4 The Bank will not be liable to account to the Owner for any money not actually received by the Bank

10 **Appointment of Receiver**

The Bank may appoint or remove a receiver or receivers of the Property If the Bank appoints a receiver, the Bank may fix and pay the receiver's fees and expenses The receiver will be the Owner's agent and the Owner (and not the Bank) will be responsible for the acts, defaults and remuneration of the receiver

11 **Powers of the Bank and Receivers**

11 1 The Bank or any receiver may

11 1 1 enter, take possession of, and/or generally manage the Property

11 1 2 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property

11 1 3 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land References to land or Property include land or other property that is purchased by the Bank or a receiver under this power

11 1 4 sell, lease, surrender or accept surrenders or leases, charge or deal with the Property without restriction, including disposing of any fixtures separately

11.1 5 complete any transactions by executing any deeds or documents in the name of the Owner.

11 1 6 take, continue or defend any proceedings and enter into any arrangement or compromise

11 1 7 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this

11 1 8 employ advisers, consultants, managers, agents, workmen and others.

11 1 9 purchase or acquire materials, tools, equipment, furnishings, goods or supplies

11 1 10 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers

11 2 A receiver may borrow and secure the repayment of any money, in priority to the Customer's Obligations, for these purposes

11 3 Joint receivers may exercise their powers jointly or separately

11 4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses The receiver will then apply any remaining money received as required by law

11 5 The Bank may exercise any of its powers even if a receiver has been appointed

11 6 The receiver may dispose of any of the Owner's assets (not charged by this deed) that are at the Property If the receiver sells any of the Owner's assets using this power, the receiver will pay the proceeds to the Bank, after the deduction of any fees or expenses incurred in the sale The proceeds received by the Bank will be a debt owed by the Bank to the Owner

12 **Application of Payments**

12 1 The Bank may apply any payments received for the Customer to reduce any of the Customer's Obligations, as the Bank decides

12 2 If the Owner gives notice to discontinue this deed or the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Customer's account(s) and open a new account or accounts Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Customer after the date of that notice will be applied first to repay the Customer's Obligations arising after that date

12 3 The Bank may place any amount realised from the Property in a separate account without applying it to the Customer's Obligations. The Bank may keep this arrangement in place for as long as the Bank considers necessary

13 **Power of Attorney**

To give effect to this deed and secure the exercise of any of their powers, the Owner irrevocably appoints the Bank, and separately any receiver, to be the Owner's attorney (with full power of substitution and delegation), in the Owner's name to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings

14 **Certificate of the Customer's Obligations**

A certificate signed by a Bank official as to the amount due from the Customer or the amount secured on the Property will be binding on the Owner, except if there is an obvious error

15 **More than One Customer**

15 1 Where the Customer is more than one person·

15 1 1 the Customer's Obligations include their joint, several and independent liabilities References to the Customer are to them together and separately

15 1 2 the Bank may release the Owner from this Security for any one Customer, without affecting the continuation of this Security in respect of any other Customer If the Bank receives notice to discontinue this deed, it will remain a continuing security in respect of any Customer not named in the notice

16 **More than One Owner**

16 1 Where the Owner is more than one person

16 1 1 all of them are jointly and severally liable under this deed References to Owner are to them together and separately

16 1 2 If this Security is unenforceable against any one of them, it will not affect its enforceability or continuation against the interest in the Property of any other(s) of them.

17 **Consents and Notices**

17.1 All consents and notices must be in writing.

17 2 The Bank may deliver a notice to the Owner at the contact details last known to the Bank

17 3 A notice signed by an official of the Bank will be effective at the time of personal delivery, on the second business day after posting, or, if by fax, at the time of sending, if sent before 6.00 p m on a business day, or otherwise on the next business day A **business day** is a weekday other than a national holiday

17 4 A notice from the Owner to the Bank will be effective on receipt

18 **Transfers**

The Bank may allow any person to take over any of its rights and duties under this deed The Owner authorises the Bank to give that person or its agent any financial or other information about the Owner References to the Bank include its successors

19 **Law**

19 1 English law governs this deed and the English courts have exclusive jurisdiction

19 2 For the benefit of the Bank, the Owner irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Owner and may be enforced against the Owner in the courts of any other jurisdiction

Signed on behalf of
AJ Bell (PP) Trustees Ltd

Executed and **Delivered** as a deed by the Owner acting by a Director and its secretary or two directors

Director

Secretary/Director

Executed and **Delivered** as a deed by the Owner acting by two of its members

Member

Member

Executed and **Delivered** as a deed by the first named Owner in the presence of -

Witness name

Signature

Address

SOLICITOR DIRECT
71 Hough Lane, Leyland
Lancashire, PR25 2SA
Tel 01772 424999

Occupation

Executed and **Delivered** as a deed by the second named Owner in the presence of -

Witness name

Signature

Address

SOLICITOR DIRECT
71 Hough Lane, Leyland
Lancashire, PR25 2SA
Tel: 01772 424999

Occupation