

MR01

Particulars of a charge

750/46

laserform



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Please see 'How to pay'

COMPANIES HOUSE

✓ **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 the  
instrument Use form MR01

MONDAY



A10 07/11/2016 #270

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. **Do not send the original.**

**1 Company details**

Company number 03257389  
Company name in full AJ Bell (PP) Trustees Limited

1075 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 28/11/2016

**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 Yorkshire Building Society (trading as Norwich &  
Peterborough Building Society)

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

**Brief description**

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

Brief description

Assignment (by way of security) of the exclusive right to receive all payments reserved rent under the lease dated 28/10/2016 of the property known as 200 Barnett Way Barnwood Gloucester made between AJ Bell (PP) Trustees Ltd and James Atkinson Cass & others (for more details please refer to the instrument)

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"

Please limit the description to the available space

5

**Other charge or fixed security**

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

☒ 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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ Yes

☐ No

8

**Trustee statement <sup>1</sup>**

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

☒

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

**Signature**

Please sign the form here

Signature

Signature

X *James Atkinson Cass* X

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 Portia Welbourne-Jones

Company name Irwin Mitchell LLP Solicitors

Address Brunel House

21 Brunswick Place

Post town Southampton

County/Region

Postcode S O 1 5 2 A Q

Country

DX DX 2003 SOUTHAMPTON

Telephone 023 8083 1213



### 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

DX

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

Company number: 3257389

Charge code: 0325 7389 1075

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th October 2016 and created by AJ BELL (PP) TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2016.

Given at Companies House, Cardiff on 14th November 2016



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

3(c)



WE HEREBY CERTIFY THIS  
TO BE A TRUE COPY OF  
THE ORIGINAL DOCUMENT  
*Irwin Mitchell*  
IRWIN MITCHELL LLP

## DEED OF ASSIGNMENT OF RENT

DATE 28 October 2016

WE, US, THE SOCIETY Yorkshire Building Society (trading as Norwich & Peterborough Building Society) whose principal office at Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ

THE MORTGAGE dated 28 October 2016 and made between the Borrower and the Society

YOU, YOUR, THE BORROWER ~~AS BEN (PP) TRUSTEES LIMITED and James Atkinson CARR~~  
~~as trustees of the James Atkinson Carr SIPP~~  
~~AND AS BEN (PP) TRUSTEES LIMITED and Matthew~~  
~~MICHAEL CASS as trustees of the Matthew Michael~~  
~~CARR SIPP.~~

### 1 DEFINITIONS

In this Deed -

"Lease" means the lease(s) specified in the Schedule to this Deed and any lease of the whole or any part of the Property granted by you after the date of this Deed,

"Borrowings" has the same meaning as in the NPCMC and each and any Facility Offer between you and us,

"Facility Offer" means the offer of advance by the Society or (as the case may be) offer of further advance to the Borrower which results in a loan or further loan being made,

"NPCMC" means the Norwich & Peterborough Building Society Commercial Mortgage Conditions 2014

"Property" means the property situate and known as

200 Barnwood Fields  
Barnett Way, Barnwood, GLOS.

"Rent" means all payments reserved as rent under any Lease of the Property, including any increased payments resulting from any rent review and any interest on such payments, including any Value Added Tax charged on such payments,

"Tenant" means any person at any time holding an interest in the Property under any Lease

### 2 ASSIGNMENT

2.1 As additional security for the Borrowings you assign to us, with full title guarantee, the exclusive right to receive the Rent

2.2 We will only rely on the right at Clause 2.1 if an Event of Default (as that term is defined in the NPCMC) has occurred

### 3 BORROWER'S COVENANTS

You covenant with us -

3.1 if at any time we so require (subject to Clause 2.2), to procure that all payments of Rent are made direct to us (into such account as we specify from time to time),

- 3 2 to ensure that no person other than us or a person authorised by us obtains or exercises any rights over the Rent,
- 3 3 to take (at your own expense) all action necessary (except forfeiture of the Lease) to ensure that the Rent is paid in accordance with the Lease,
- 3 4 if at any time we so require (subject to clause 2 2), to pay to us (without deduction or set off) all money received in respect of Rent,
- 3 5 to implement all rent reviews in respect of the Lease as soon as possible, to take all steps to settle any such review and to collect payments of Rent at the new level immediately after such review, but not to agree to the new level of Rent without our prior written consent (which we will not unreasonably withhold or delay),
- 3 6 not to waive any payment of Rent due,
- 3 7 to ensure that the Tenant does not become entitled to withhold any payment of Rent or become entitled to exercise any right of set off in respect of Rent,
- 3 8 to enter into a further deed in relation to Rent payable under any new or further lease or licence of the Property, as we may request,
- 3 9 to pay all rent and perform all other obligations on the part of the lessee under any superior lease under which you hold the Property, and to procure due performance by the landlord of all lessor's obligations under any such lease, and
- 3 10 to give any notice to the Tenant regarding the terms of this Deed as we may require and procure the acknowledgement of such notice

#### **4 SOCIETY'S COVENANTS**

We covenant with you -

- 4 1 if we receive payment of any Rent, to pay to you any part of it that relates to reimbursement by the Tenant of the cost of any insurance premium paid by you or to any service charge or management costs imposed on the Tenant as well as any Value Added Tax on the Rent and any other costs or charges, however, you must first provide us with satisfactory evidence of such charges and payment, and
- 4 2 after repayment in full of the Borrowings to reassign to you the right to receive the Rent, at your cost and at your request, subject to any right of consolidation that we may have under the security we hold for the Borrowings

#### **5 BORROWER'S WARRANTIES**

You represent and warrant to us that -

- 5 1 you are entitled to receive the Rent,
- 5 2 you have not disposed of, or charged, your right to receive the Rent to anyone other than us, and
- 5 3 you are entitled, and have obtained all necessary authorisations, to enter into this Deed

#### **6 CONTINUING SECURITY**

This Deed is -

- 6 1 a continuing security,
- 6 2 not affected by changes in the Borrowings,
- 6 3 in addition to, and not affected by, any other security we hold for the Borrowings,
- 6 4 not prejudiced or affected by any payment that may be avoided under any applicable insolvency legislation,

6 5 not affected by the invalidity of any other security for the Borrowings, or any failure to put it in place, or any waiver, release or variation of any security for the Borrowings,

6 6 not affected by the insolvency, death, mental incapacity or change of constitution of the Borrower or any other person, and

6 7 not affected by any other action that we take, or fail to take, to enforce the terms and conditions applicable to the Borrowings or any other security for such, or by our giving the Borrower time to pay or any other concession

## **7 RIGHTS OF THE SOCIETY**

We are entitled -

7 1 to exercise our rights under this Deed without being required to enforce any other security we hold for the Borrowings, to take any proceedings against the Borrower or any other person, or to make any claim in the bankruptcy, winding-up or liquidation of the Borrower or any other person providing security for the Borrowings,

7 2 to transfer the benefit of this Deed in the same way as we may transfer any other security we hold for the Borrowings,

7 3 to take action (including legal proceedings) against the Tenant in the name of the Borrower,

7 4 to be paid all the costs and expenses incurred by us (and by every receiver, manager or agent appointed by us under this Deed or under any other security we hold), in exercising our rights under this Deed

## **8 FURTHER ASSURANCE**

8 1 You irrevocably appoint us, and any person nominated in writing under the hand of any officer of the Society, as your attorney to do all acts and things, and execute all documents, required to perfect and enforce the security created by this Deed

8 2 You agree to pay our costs, fees and expenses (including disbursements and Value Added Tax) in respect of the giving (or refusing) or any consents or licences required under this Deed, and all other costs and expenses incurred by us in connection with any Lease and any legal proceedings or procedures contemplated under this Deed

## **9 GENERAL**

9 1 If any provision of this Deed is or proves to be unenforceable under any applicable law, the enforceability of the other provisions is not affected

9 2 A certificate given by the Society as to the amount of any sum due from you to us under this Deed will, except for obvious error, be conclusive and binding on you

9 3 Neither the restriction on consolidating mortgage securities contained in Section 93, Law of Property Act 1925, nor the restrictions contained in Section 103, Law of Property Act 1925 apply to this Deed

9 4 Notices under this Deed may be given in accordance with the relevant provisions of the NPCMC

9 5 This Deed is governed by English law You irrevocably agree to accept the non-exclusive jurisdiction of the English Courts

## **10 INTERPRETATION**

In this Deed, where the context admits -

10 1 "you" and "Borrower" includes your personal representatives and successors in

title,

102 "we" "us" and "the Society" includes our successors in title and assigns,

103 where either party consists of two or more persons, obligations on the part of such party are joint and several,

104 any reference to any statute includes any modification or re-enactment of it, and any instruments or regulations made under it,

105 the singular includes the plural,

106 references to one gender include all other genders, and

107 clause headings are not to be taken into account in its interpretation

**IN WITNESS** whereof the parties have executed this Deed and delivered it on the date first above written

The Schedule THE LEASE(S)

Date	Parties	Term	Current Rent	Rent Reviews
28 October 2016	(1) The James Atkinson Cass SIPP and the Matthew Michael Cass SIPP  (2) Cass - Stephens Group Ltd.	10 years	£73,600	5th anniversary of the Term.

SIGNED as a Deed by the said James Atkinson )

SIGNED as a Deed by the said Matthew Michael Cass )

In the presence of

In the presence of

Witness

(SIGNATURE)

Witness

(PRINT NAME)

Address

(BLOCK CAPITALS)

ABBEYMEAD

GLoucester GL4 5TS

Witness

(SIGNATURE)

Witness

(PRINT NAME)

Address

(BLOCK CAPITALS)

ABBEYMEAD

GLoucester GL4 5TS



Executed as a Deed by ~~affirming~~

~~THE SEAL OF~~ AJ Bell (PP)

Trusts Limited

In the presence of ~~acting by:~~

Director \_\_\_\_\_

Director/~~Secretary~~

*AJ Bell*  
*[Signature]*

EXECUTED as a Deed by

\_\_\_\_\_ )

\_\_\_\_\_ Limited)

Acting by

a Director in the presence of

Witness

(SIGNATURE)

Witness

(PRINT NAME)

Address

(BLOCK CAPITALS)

Witness occupation

EXECUTED as a Deed by

\_\_\_\_\_ )

\_\_\_\_\_ Limited)

Acting by

a Director in the presence of

Witness

(SIGNATURE)

Witness

(PRINT NAME)

Address

(BLOCK CAPITALS)

Witness occupation