

MR01

Particulars of a charge

750/46

laserform



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www.gov.uk/companieshouse

A fee is be payable with the
Please see 'How to pay' on

COMPANIES HOUSE



What this form is for

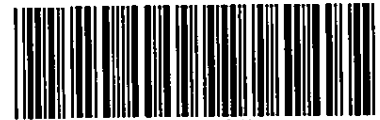
You may use this form to register
a charge created or evidenced by
an instrument



What this form is NOT for

You may not use this form to
register a charge where the
instrument Use form MR08

MONDAY



A5J9XAGJ

A10

07/11/2016

#271

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

0 3 2 5 7 3 8 9

Company name in full

AJ Bell (PP) Trustees Limited

1076 For official use

→ **Filing 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

d2 d8 m1 m0 y2 y0 y1 y6

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

MR01

Particulars of a charge

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

By way of legal mortgage all legal interest in the freehold property known as 200 Barnett Way, Barnwood, Gloucester

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 ①

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

☒

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

9

Signature

Please sign the form here

Signature

Signature

X *Wm Mitchell IP* 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 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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3257389

Charge code: 0325 7389 1076

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



MORTGAGE DEED (NON CHARITIES)

WE HEREBY CERTIFY THIS
TO BE A TRUE COPY OF
THE ORIGINAL DOCUMENT

Irwin Mitchell LLP 01/11/2016
IRWIN MITCHELL LLP

THE SOCIETY

YORKSHIRE BUILDING SOCIETY (TRADING AS NORWICH & PETERBOROUGH BUILDING SOCIETY)

PRINCIPAL OFFICE

Yorkshire House, Yorkshire Drive, Bradford BD5 8LJ

THE DATE

The

28

day of

October 2016

THE PROPERTY

The

free

hold property known as

200 Barnett Way, Barnwood, Gloucester

Title Number

THE BORROWER

AT Bell (PP) Trustees Limited of Trafford House, Chester Road, Manchester (Co. NO. 03257389) and James Atkinson Cass c/o Cass Stephens Group Limited, Regency House, 21 Spa Road, GLOS as the trustees of the James Atkinson Cass SIPP AND AT Bell (PP) Trustees Limited (03257389) and Matthew

Form of charge filed at the Land Registry under reference MD 1252W Michael Cass c/o

Cass Stephens Group Limited, Regency House, 21. Spa Road, GLOS as the trustees of the Matthew Michael Cass SIPP

1. **THIS DEED** incorporates the Norwich & Peterborough Commercial Mortgage Conditions 2014 ("NPCMC") and if and so long as the Borrower is a member of the Society the Rules for the time being of the Society
2. **THE** Borrower executes this Deed to secure a loan from the Society and agrees to be bound by the terms upon which the loan was offered
- 3 **AS** security for the payment or discharge on demand of all monies and liabilities now or after the date of this Deed due, owing or incurred by the Borrower to the Society whatsoever (in any manner and in any currency or currencies and whether present or future, actual or contingent, whether incurred solely or jointly with any other person and whether as principal or surety, together with all interest accruing on such monies and liabilities and all costs, charges and expenses incurred by the Society), the Borrower with full title guarantee
 - 3.1 **charges** to the Society by way of first legal mortgage the Property together with all buildings erections fixtures fittings and fixed plant and machinery and materials for the time being on the Property or to be erected on it or fixed to or incorporated in all buildings erected or to be erected on the Property and all improvements and additions to it
 - 3.2 **assigns** to the Society the goodwill of the business carried on upon the Property (the "Business")
 - 3.3 **assigns** to the Society the full benefit of all licences held in connection with the Business and also full right to recover and receive all compensation which may at any time become payable to the Borrower by virtue of the Licensing Act 2003 on account of non-renewal of any of the said licences under the provisions of the Licensing Act 2003 and the full benefit of all other licences or certificates held in connection with the Business and all compensation which may become payable in respect of non-renewal of the same
 - 3.4 **assigns** (so far as they are able) to the Society all the Borrower's right title interest and benefit present and future in to and under
 - a) any covenants agreements rights securities obligations and indemnities in any way relating to the Property
 - b) any share or membership rights in any management company relating to the Property
 - c) the right to receive any amounts however arising paid or payable in relation to the Property or any damage or injury to it whether under statute or otherwise
 - d) the right to receive compensation under any statute by reason of any compulsory acquisition requisitioning or other exercise of compulsory powers in relation to the Property or any refusal withdrawal or modification of planning permission relating to the Property or any control or limitation imposed upon or affecting the user of the same and if the Borrower receives any such amount the Borrower shall hold it in trust for the Society
- 4 **THE** mortgage created by this Deed secures further advances but does not oblige the Society to make any further advances
- 5 **THE** Borrower covenants with the Society to observe and perform the obligations and covenants of the Borrower as set out in the NPCMC and if and so long as the Borrower is a member of the Society to observe the Rules of the Society so far as they are not inconsistent with or varied by the NPCMC or this Mortgage
6. **THE** Borrower irrevocably and by way of security appoints the Society and any person nominated for the purpose by the Society in writing under hand by an officer of the Society (including every receiver appointed by the Society) as attorney for the Borrower in their name and on its behalf to execute seal

and deliver (using the company seal of the Borrower where appropriate) and otherwise effect and do any deed assurance agreement instrument or act which the Borrower ought to execute under the covenants and provisions of this Deed or which may be required or deemed proper in the exercise of any rights or powers of the Society under this Deed or otherwise for any of the purposes of this security

7

7.1 THE Borrower shall promptly do all such acts and execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Society may reasonably specify (and in such form as the Society may reasonably require) in favour of the Society or its nominee(s)

(a) to create, perfect, protect and maintain the security created or intended to be created under or evidenced by this Deed or for the exercise of any rights, powers and remedies of the Society provided by or pursuant to this Deed or by law, and/or

(b) to facilitate the realisation of the assets which are, or are intended to be, the subject of the security created by or under this Deed

7.2 The Borrower shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any security conferred or intended to be conferred on the Society by or pursuant to this Deed

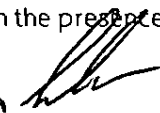
7.3 Any document required to be executed by the Borrower under this clause 7 will be prepared at the cost of the Borrower

8. THE Borrower and the Society apply to the Land Registry for a restriction to be entered on the register of title to the Property as follows

"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 dated 28/10/16 in favour of Yorkshire Building Society referred to in the Charges Register "

9 THIS Deed is governed by English law The Borrower irrevocably agrees to accept the non-exclusive jurisdiction of the English Courts

SIGNED as a Deed by the Borrower in the presence of the witness

SIGNED as a Deed by the said )

SIGNED as a Deed by the said )

In the presence of

In the presence of

Witness

(SIGNATURE)



Witness

(PRINT NAME)

CLAIRE MCINNIS

Address

(BLOCK CAPITALS)

22 BODENHAM FELD
ABBETMEAD, GLOUCESTER

Witness

(SIGNATURE)



Witness

(PRINT NAME)

CLAIRE MCINNIS

Address

(BLOCK CAPITALS)

22 BODENHAM FELD
ABBETMEAD, GLOUCESTER.

Executed as a Deed by affixing

executed as a

deed by:

THE SEAL OF

AJ Bell (PP)

Trustees Limited

In the presence of acting by

Director

Director/Secretary

A Bell
ME

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