053986- 23.

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

MR01
Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

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

✓ **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 no instrument. Use form MR08

For further information, please refer to our guidance at:
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registrat** **21 days** beginning with the day after the date of creation of t delivered outside of the 21 days it will be rejected unless it is a *court order extending the time for delivery.*

You **must** enclose a certified copy of the instrument with this scanned and placed on the public record. ***Do not send the or***

SATURDAY

A73U5Z7K
A10 14/04/2018 #9
COMPANIES HOUSE

1 Company details

For official use 1127

Company number 0 3 2 5 7 3 8 9

Company name in full A J 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 3 m 0 4 y 2 0 1 8

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 HSBC BANK 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.

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.

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*.

Brief description

A Legal Mortgage over the freehold property known as 21 Market Street, Kettering, Northamptonshire

HM Land Registry Title Number(s) NN91269

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 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.

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: JEREMY HILL
Company name: MICHAEL HILL ARNOLD SOLICITORS
Address: 119 LONDON ROAD
Post town: LEICESTER
County/Region:
Postcode: LE2 0QT
Country: UK
DX: LEICESTER 10846
Telephone: 01162046302

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 1127

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th April 2018 and created by AJ BELL (PP) TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th April 2018.

Given at Companies House, Cardiff on 20th April 2018

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
17/4/18
MICHAEL HILL PARTNERSHIP SOLICITORS

HSBC Bank plc

LEGAL MORTGAGE

IMPORTANT - PLEASE READ THE FOLLOWING NOTE BEFORE SIGNING THIS MORTGAGE

This document is a Mortgage of the Property and other assets described overleaf on the terms set out in the HSBC Bank plc Mortgage Deed Conditions (2012 edition). You should sign this Mortgage in front of a witness who should be your solicitor, other legal adviser or a HSBC Bank plc official.

- HSBC Bank plc will hold this Mortgage as security for the debts and/or the other liabilities to HSBC Bank plc as set out in clause 2 of this Mortgage. What this means is that both present and future indebtedness, together with the other liabilities in that clause, are secured by this Mortgage.
- If any of the debts and/or the other liabilities are not paid when due, HSBC Bank plc can take possession of the Property and other assets, sell them and put the money from the sale towards the debts and/or the other liabilities.
- The debts may include overdrafts, loans or money due under any other facilities that HSBC Bank plc has granted to the Borrower or grants to the Borrower in the future, whether or not you know about or agree to them. Normally, HSBC Bank plc will not inform you of existing or future debts or liabilities of the Borrower.
- The debts may also include amounts owed under any guarantee or indemnity that the Borrower has given, or may give in the future, to HSBC Bank plc, for example, agreements by the Borrower to be responsible for the liabilities of another customer or for liabilities incurred by HSBC Bank plc on the Borrower's behalf.
- If there is more than one person named as Borrower, this Mortgage will be held as security for the debts of each of them on their own, as well as for the debts which each of them owe with any other person.
- This Mortgage is separate from, and not limited by, any other mortgage or guarantee which may already have been given to HSBC Bank plc or which may be given in the future.
- This Mortgage and the Mortgage Deed Conditions contain other terms which affect you.

This Mortgage is an important legal document. HSBC Bank plc strongly recommends that you seek the advice of your solicitor or other legal adviser before signing this Mortgage.

THIS LEGAL MORTGAGE dated the 13 day of April 2018

BETWEEN Mortgagor: A J Bell (PP) Trustees Limited (Company Number 03257389) and Adrian Franklin as Trustees for the time being of The Adrian Franklin SIPP and A J Bell (PP) Trustees Limited (Company Number 03257389) and Sarah Elizabeth Franklin as Trustees for the time being of The Sarah Elizabeth Franklin SIPP ("you")

and HSBC BANK plc (the "Bank"), whose address for service for entry on the register is HSBC Bank plc, Securities Processing Centre, PO Box 6304, Coventry, CV3 9JY.

to secure the Debt of Borrower: A J Bell (PP) Trustees Limited (Company Number 03257389) and Adrian Franklin as Trustees for the time being of The Adrian Franklin SIPP ("Borrower", which shall additionally have the meaning set out in paragraph 3 of the Conditions)

*WITNESSES that this Mortgage which incorporates the **Mortgage Deed Conditions (2012 edition) (the "Conditions")** is given by you over the Property* and other assets to secure the Debt. The Property and other assets and the Debt are described and defined below and in the Conditions.

The Main Subject Matter of this Mortgage

1. **The Property and the other assets**

With full title guarantee, you, and if there is more than one of you, each of you, charge by way of legal mortgage and (as appropriate) assign and transfer to the Bank as continuing security for the payment and discharge of the Debt (and each and every part of it):

(a) the Property; 21 Market Street, Kettering, Northamptonshire registered at H M Land Registry with title number: NN91269

(b) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to the Property;

(c) any shares or membership rights mentioned in paragraph 4 of the Conditions;

(d) any goodwill of any business from time to time carried on at the Property;

(e) any rental and other money payable under any lease, licence, or other interest created in respect of the Property; and

(f) any other payments whatever in respect of the Property, for example, payments from any insurance policy or any compensation money.

The Bank agrees to release, re-assign or transfer back the above assets when the Debt has been repaid and the Bank is no longer under an obligation to provide any loan, credit, financial accommodation or other facility to the Borrower.

2. **The Debt which is secured on the Property and other assets**

The Debt (the "Debt") is:

(a) all money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent and whether now or in the future due, or becoming due, from the Borrower to the Bank, including but not limited to:

(i) overdrafts, personal and other loans or facilities and further advances of money;

(ii) guarantees and indemnities to the Bank and any of the Borrower's other contingent liabilities;

(iii) discount, commission and other lawful charges and expenses;

(iv) interest in accordance with any agreement between the Borrower and the Bank and, if there is no agreement, interest on any *money and liabilities due from the Borrower at an annual rate of 3% above the Bank's base rate from time to time computed* and compounded monthly and/or according to the Bank's then current practice. Interest as above applies before and after any demand or judgement.

(b) money agreed to be paid by you under paragraph 26 of the Conditions.

(c) any amount due under paragraph 35 of the Conditions.

Provided that the amount recoverable by the Bank under the Mortgage shall be limited to the greater of

(1) the sum equivalent to the value of the share and interest of the Borrower in the Property as at the date of this Mortgage but valued at the date this Mortgage is enforced or redeemed (as the case may be);

(2) the amount of the net proceeds of sale of the Property attributable to the Borrower's share in the Property being 69.57%.

The Debt is not any money and liabilities arising under a regulated consumer credit agreement falling within Part V of the Consumer Credit Act 1974, unless agreed between the Borrower and the Bank.

If there is more than one person named as Borrower, this Mortgage will secure the Debt of them together and each of them individually and all or any of them with any other person.

3. **Restriction**

You, and if there is more than one of you, each of you, apply to the HM Chief Land Registrar to enter the following restriction against the title mentioned above:

"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 13 April 2018 in favour of HSBC Bank plc referred to in the Charges Register."

IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE AND THE CONDITIONS BEFORE SIGNING THIS MORTGAGE

IN WITNESS of the above, this Mortgage, which is intended to take effect as a deed, has been executed by the Mortgagor and is now delivered on the date mentioned above

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
13/4/18
MICHAEL HILL PARTNERSHIP SOLICITORS

Signed as a deed by the Mortgagor acting by:

Signature _____ Director

Name in full
STEPHEN MCHUGH
(Block letters)

Signature _____ Director/~~Secretary~~

Name in full
DAVID THOMAS PIMBLETT
(Block letters)

Signed as a deed by the Mortgagor acting by:

Signature _____ Director

Name in full _____
(Block letters)

In the presence of:

Signature of witness

_____ Witness

Full name of witness _____
(Block letters)

Address:

Occupation:

WE HEREBY CERTIFY THIS TO BE
A TRUE COPY OF THE ORIGINAL
MHP 13/4/18
MICHAEL HILL PARTNERSHIP SOLICITORS

Signed as a deed by Adrian Franklin in his capacity as mortgagor and trustee of The Adrian Franklin SIPP

.....

in the presence of:
Full name of witness _____
(Block letters)
Signature of witness _____

Address

Occupation

JEREMY M. T. HILL
SOLICITOR EMPOWERED TO
ADMINISTER OATHS
MICHAEL HILL PARTNERSHIP
119 LONDON ROAD
LEICESTER

Signed as a deed by Sarah Elizabeth Franklin in her capacity as mortgagor and trustee of The Sarah Elizabeth Franklin SIPP

.....

in the presence of:
Full name of witness _____
(Block letters)
Signature of witness _____

Address

Occupation

JEREMY M. T. HILL
SOLICITOR EMPOWERED TO
ADMINISTER OATHS
MICHAEL HILL PARTNERSHIP
119 LONDON ROAD
LEICESTER