

MR01

Particulars of a charge

✓ 274129 / 23

Oyez



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

A fee is 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 the charge is
instrument. Use form MR02.



A08 *A7805VTL* #44
22/06/2018

COMPANIES HOUSE

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

1129 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 04/06/2018 ✓

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 Wilkes Partnership LLP (OC364479) ✓

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	<p>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.</p>	<p>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".</p> <p>Please limit the description to the available space.</p>
	Brief description	Unit 5, Portersfield Industrial Estate, Portersfield Road, Cradley Heath, B64 7BN	
5	Other charge or fixed security	<p>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.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box.</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>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.</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
8	Trustee statement ¹	<p>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.</p> <p><input checked="" type="checkbox"/></p>	<p>¹ This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	<p>Please sign the form here.</p> <p>Signature</p> <p>X TWP X</p> <p>This form must be signed by a person with an interest in the charge.</p>	

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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

John Cooper

Company name

The Wilkes Partnership LLP

Address

41 Church Street

Birmingham

Post town

County/Region

Postcode

B 3 2 R T

Country

DX

BIRMINGHAM - 13047

Telephone

0121 233 4333



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.



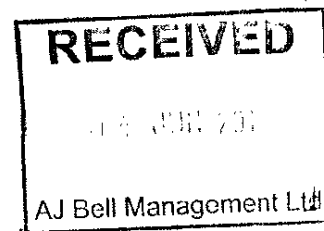
Further information

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

This is a form of legal charge on property. You should carefully read its contents before signing this document. This form has not been produced nor drafted for use without technical assistance by persons unfamiliar with the law and practice of mortgages.

LAND REGISTRATION ACT 2002



County and District ~~(or London Borough)~~ West Midlands : Sandwell Title No. WM587266

LEGAL CHARGE

Dated ^{June} 04 May 2018

Parties 1 The Borrower Michelino DiVito & AJ Bell (PP) Trustees Limited (CRN: 03257389)

2 The Chargee The Wilkes Partnership LLP (OC364479)

The Loan (receipt acknowledged) See the Mortgage Provisions printed overleaf

Interest Rate In accordance with the Chargee's Retainer per cent. per annum

Payment Days See the Mortgage Provisions printed overleaf

The Property Unit 5 Portersfield Industrial Estate, Portersfield Road,
Cradley Heath, B64 7BN

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

T.W.P (21/06/18) *TW*

THE WILKES PARTNERSHIP
41 CHURCH STREET BIRMINGHAM B3 2RT

- A. The Borrower charges the Property by way of legal mortgage and with full title guarantee with the payment to the Chargee of the principal money interest and other money to be paid by the Borrower
- B. The Charge is not a charge made for securing a current account or further advances
- C. The Charge incorporates the Mortgage Provisions printed overleaf

This deed is executed as a deed and delivered as follows:-

SIGNATURE OR COMPANY SEAL	WITNESS
Signed as a deed by Michelino DiVito in the presence of: <i>M DiVito</i>	Signature: <i>[Signature]</i> Signature of witness: <i>[Signature]</i> Name (in BLOCK CAPITALS): MARK PICKERING Address: 8 CYPRESS GARDENS FOUR OAKS, SUTTON COWLEY
Executed as a deed by AJ Bell (PP) Trustees Limited acting by a director in the presence of: <i>AJ Bell</i>	Signature: <i>[Signature]</i> Signature of witness: <i>[Signature]</i> Name (in BLOCK CAPITALS): AMBAR SNEED Address: 4 EXCHANGE QUAY SALFORD QUAYS, MANCHESTER M5 3CE.

D. The Chargee is only prepared to continue acting under the Chargee's Retainer Conditions and subject to this Charge being made.

Supplemental Mortgage Provisions:

1. In this Charge the following terms shall take the following meanings:

Chargee's Retainer: The Chargee's retainer for legal services with the Borrower (and Adam DiVito) dated 05/04/18 as varied by its email sent on 17/05/18 at 20:47 (together with any future variation (if any) thereof)

Debt: The sum of £2,112 owing by Michelino DiVito & Adam DiVito to the Chargee in respect of its unpaid invoice for legal services dated 20/06/17

Professional Trustee: AJ Bell (PP) Trustees Limited (03257389)

Scheme: The Self Invested Personal Pension relating to Michelino DiVito

2. Where there is any conflict between these Supplemental Mortgage Provisions and the Charge and/or the Mortgage Provisions, these Supplemental Mortgage Provisions shall prevail

3. B. overleaf shall be disappplied and replaced with:

"This Charge is made for securing all money from time to time owing by the Borrower (and Adam DiVito) to the Chargee in accordance with the Chargee's Retainer, together with the Debt

Add D. overleaf, as follows:

"The Chargee is only prepared to continue acting under the Chargee's Retainer conditional on and subject to this Charge being made"

4. Disapply the wording for Mortgage Provision 2, and replace it with:

"The Borrower will pay to the Chargee all money from time to time owing by the Borrower (and Adam DiVito) to the Chargee on the security of this Charge, including all money owing in accordance with the Chargee's Retainer, and Michelino DiVito will also pay the Debt by no later than 30/06/18. Michelino DiVito will additionally pay all money from time to time owing by Adam DiVito to the Chargee in accordance with the Chargee's Retainer"

5. Disapply the wording for Mortgage Provision 3, and replace it with:

"(a) Section 103 of the Law of Property Act 1925 shall not apply to this Charge

(b) The statutory and other powers of sale and appointing a receiver shall arise on the date of this Charge and shall become exercisable by the Chargee without notice to Borrower immediately if the Chargee demands payment of any money secured by this Charge, and it is not paid immediately

6. Any liability of the Profesional Trustee as trustee of the Scheme shall at all times be limited to the extend of the realisable value of the assets of the Scheme from time to time. The Professional Trustee contracts as trustee only and its directors shall incur no personal liability whatsoever



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 3257389

Charge code: 0325 7389 1129

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th June 2018 and created by AJ BELL (PP) TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd June 2018.



Given at Companies House, Cardiff on 29th June 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Mortgage Provisions

1. Interpretation

Where the context allows:-

- (a) "The Borrower" and "the Chargee" include the persons deriving title under them
- (b) Obligations of more than one person are joint and several obligations
- (c) Expressions used on the front page of the Charge have the meanings there shown
- (d) References to the Property include references to any part or parts of the Property

2. Covenant for payment

The Borrower will pay to the Chargee -

- (a) On the first Payment Day after the date of the Charge the amount of the Loan with interest in the meantime at the Interest Rate and
- (b) So long as that amount or any part of it remains unpaid after the first Payment Day interest at the Interest Rate on so much as remains unpaid by equal payments on the Payment Days in every year

3. Legal date for redemption

The legal right of redemption ceases on the first Payment Day after the date of the Charge and in favour of a purchaser the statutory power of sale arises on that day

4. Covenants concerning the Property

The Borrower covenants so long as the Charge is outstanding -

- (a) To put and keep the Property in good and substantial repair
- (b) To keep the Property insured against fire and other contingencies (as required from time to time by the Chargee) to its full value with responsible insurers approved by the Chargee and (subject to the requirements of any lease under which the Property is held) in the joint names of the Borrower and the Chargee
- (c) Not to insure the Property independently and if the Borrower receives insurance moneys in respect of the Property to hold them as trustee for the Chargee
- (d) To observe and perform the restrictive and other covenants and stipulations (if any) affecting the Property and the obligations on the tenant's part in the lease (if any) under which the Property is held
- (e) Punctually to pay all rents and outgoings in respect of the Property
- (f) Not without the written consent of the Chargee to carry out any operation or institute or continue any use of the Property for which permission is required under the law from time to time of Town and Country Planning but which has not been obtained at the date of the Charge
- (g) That the statutory powers conferred on a mortgagor in possession of leasing agreeing to lease and accepting surrenders of leases shall not apply to the Charge and the Borrower will not otherwise without the written consent of the Chargee grant or agree to grant any lease or tenancy of the Property

5. Entry to inspect or do works

While the Charge is outstanding the Chargee may enter and inspect the Property at any reasonable time and may also enter and do any work which the Borrower has failed to do

LEGAL CHARGE

Date 04 June 2018
-May

Borrower M Divito & AJ Bell (PP) Trustees Limited

Chargee The Wilkes Partnership LLP

Property Unit 5 Portersfield Industrial Estate,
Portersfield Road, Cradley Heath

Loan See the Mortgage Provisions

STATUTORY RECEIPT

I/We

hereby acknowledge that have this day of
20 received the sum of £
representing the principal money secured by the within-written Mortgage
together with all interest and costs the payment having been made by

AS WITNESS

hand this

day of

Signed in the presence of