

MR01

Particulars of a charge



Companies House

00 2905/23



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

☒ **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 form to
register a charge where 1
instrument. Use form MF

SATURDAY



A12 *A8VXPQM0* 04/01/2020 #296
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 04697835

Company name in full DAVID BOOLER SIPP TRUSTEES LIMITED

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 02/01/2020

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 NATIONAL WESTMINSTER 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.

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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	FIRST LEGAL CHARGE ON THE LAND AND BUILDINGS KNOWN AS THE OLD FORGE RIPLEY ROAD, BUCKLAND HOLLOW, BELPER DESG 2HS AND REGISTERED AT HM LAND REGISTRY WITH TITLE DY344423' 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 X BRADLEY AND JEFFERIES COMMERCIAL SOLICITORS This form must be signed by a person with an interest in the charge.	Bradley & Jefferies Commercial Solicitors X Lisbon House, 5-7 St. Mary's Gate Derby, DE1 3JA

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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

VICTORIA MAISIRI

Company name

BRADLEY AND JEFFERIES

COMMERCIAL SOLICITORS

Address

LISBON HOUSE, 5-7 ST MARUS
GATE

Post town

DERBY

County/Region

DERBYSHIRE

Postcode

DE1 3JA

Country

UNITED KINGDOM

DX

Telephone

01332 221722



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: 4697835

Charge code: 0469 7835 0120

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd January 2020 and created by DAVID BOOLER SIPP TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th January 2020.

Given at Companies House, Cardiff on 7th January 2020



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

We hereby certify that this is a true copy
of the original document examined at this office

Bradley & Jefferies Commercial Solicitors

Lisbon House, 5-7 St. Mary's Gate

Derby, DE1 3JA *Bradley and Jefferies*
8/01/20

Our ref: 5590944/MD12

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: DAVID BOOLER SIPP TRUSTEES LIMITED Co. Regn 04697835
and LEWIS KIRKMAN
as trustees of SIPP FOCUS DB550

Customer: The present and future trustees of SIPP Focus DB550 – Lewis Kirkman

Bank: National Westminster Bank Plc

Property: THE OLD FORGE, RIPLEY ROAD (Land Registry Title No:) D4344423
BUCKLAND HOLLOW, BELPER, DE56 2HS

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

Date 02 10 2012

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 value of the assets of the available to the Owners as trustees of such trust.

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.

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.

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

[Signature]

Director

[Signature]

Secretary/Director

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

LEWIS KIRKMAN.

Witness name

CHRISTOPHER JOHN UNDERWOOD

Signature

[Signature]

Address

86 WENSLEY ROAD

NOTTM NG5 4JU

Occupation

ENGINEER