



**Registration of a Charge**

Company Name: **DAVID BOOLER SIPP TRUSTEES LIMITED**

Company Number: **04697835**



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**Details of Charge**

Date of creation: **03/05/2022**

Charge code: **0469 7835 0127**

Persons entitled: **ARTHUR PRINCE LIMITED**

Brief description: **UNIT 13, WYMESWOLD BUSINESS QUARTER, BURTON ON THE WOLDS  
(PARENT TITLE NUMBER LT533613)**

**Contains fixed charge(s).**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I I CERTIFY THAT, SAVE FOR MATERIAL REDACTED PURSUANT TO  
S.859G OF THE COMPANIES ACT 2006, THIS COPY INSTRUMENT IS  
A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **AMY LOCK**



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

Company number: 4697835

Charge code: 0469 7835 0127

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd May 2022 and created by DAVID BOOLER SIPP TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th May 2022 .

Given at Companies House, Cardiff on 10th May 2022

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

DATED

3rd May

2022

NICOLA WHEELER AND DAVID BOOLER SIPP TRUSTEES LIMITED AS TRUSTEES OF  
SIPP FOCUS DB820 – N.J. WHEELER

- to -

ARTHUR PRINCE LIMITED

## LEGAL CHARGE

- on the security of -

UNIT 13 WYMESWOLD BUSINESS QUARTER  
BURTON ON THE WOLDS



solicitors

23 Station Road  
HINCKLEY  
Leicester  
LE10 1AW

**THIS LEGAL CHARGE** is made *3rd May*

2022

**BETWEEN** NICOLA WHEELER AND DAVID BOOLER SIPP TRUSTEES LIMITED  
AS TRUSTEES OF SIPP FOCUS DB820 – N.J. WHEELER both care of 9 Grove Court, Grove  
Park, Enderby, Leicestershire, LE19 1SA (hereinafter called “the Mortgagor”) of the one part and  
**ARTHUR PRINCE LIMITED** (Co. no. 00683726) registered office 5 The Wayne Way, Birstall,  
Leicester, Leicestershire, England, LE4 4NE (hereinafter called “the Lender”) of the other part

**WITNESSETH** as follows: -

1. This Charge shall be security for the payment and discharge of the Secured Liabilities.
2. “Secured Liabilities” means all monies obligations and liabilities whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Mortgagor to the Lender pursuant to the provisions of a Development Agreement dated *8th April* 2022 and made between the Mortgagor (1) and the Lender (2) *RM*
3. The Mortgagor with Full Title Guarantee **HEREBY CHARGES** by way of legal mortgage the property being Unit 13 Wymeswold Business Quarter Burton on the Wolds (“the Property”) comprised in a transfer dated *10th April* 2022 and made between the Lender (1) and the Mortgagor (2) (with the intent that the security hereby constituted shall extend to and include the Mortgagor’s beneficial interest in the Property or in the proceeds of sale thereof) with the payment and discharge to the Lender of the Secured Liabilities. *RM*
4. This Charge shall become enforceable if any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid and discharged (“the Due Date”) **AND** upon written notice thereof being given to the Mortgagor by the Lender that the Secured Liabilities have not been paid on the Due Date and at any time thereafter (whether or not any of the above events is continuing) the powers of sale and of appointing a receiver conferred by Section 101 of the Law of Property Act 1925 shall immediately arise and

become exercisable by the Lender free from the restrictions contained in Sections 103 and 109 of that Act

5. A receiver appointed by the Lender under this Charge shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him and further the receiver shall in addition to the powers conferred on him by the Law of Property Act 1925 have power (if the Lender so directs) To sell the Property in such manner and generally upon such terms and conditions as he thinks fit and to convey the same in the name and on behalf of the Mortgagor

AND the receiver shall apply all moneys received by him (other than insurance moneys) Firstly in discharge of all rents taxes rates and outgoings whatever affecting the Property Secondly in keeping down all annual sums or other payments and the interest on all principal sums (if any) having priority to the Secured Liabilities secured by this Charge and Thirdly in paying his remuneration and discharging all costs charges and expenses incurred by him and shall pay the balance of such moneys to the Lender to the intent that the provisions of Section 109(8) of the Law of Property Act 1925 shall be varied accordingly

6. The Mortgagor HEREBY IRREVOCABLY APPOINTS each and every receiver appointed by the Lender under the provisions of this Charge the Attorney of the Mortgagor but only in relation to this charge and the Secured Liabilities and in the name and on behalf of the Mortgagor and as the Mortgagor's act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which such receiver may consider expedient in the exercise of any of his powers under this Charge

7. This Charge and the security hereby created shall be a continuing security and shall remain in full force and effect until discharged by the Mortgagor

8.

- 8.1. Any demand or notice under this Charge may be made or given by the Lender by letter addressed to the Mortgagor and delivered to the Mortgagor or sent by first class post to the registered office of the Mortgagor and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted and shall be effective notwithstanding that it be undelivered or be returned undelivered and where there are two or

more persons comprised in the expression "the Mortgagor" a demand or notice may be made or given to the Mortgagor by making or giving the same to the person first named above

8.2. Any notice or letter sent by the Mortgagor to the Lender shall be sent (or hand delivered) to the Lenders' address as herein stated (or to any subsequent address notified by the Lender to the Mortgagor and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted and shall be effective notwithstanding that it be undelivered or be returned undelivered and where there are two or more persons comprised in the expression "the Lenders" a demand or notice may be made or given to the Lender by making or giving the same to the person first named above

9.

9.1. Where the context so admits:-

9.1.1. The expression "the Mortgagor" shall include any person from time to time deriving title under the Mortgagor and the expression "the Lender" shall include its successors and assigns

9.1.2. Any reference herein to a person shall include a body corporate

9.1.3. Any reference herein to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force

9.1.4. References to the singular shall include the plural and vice versa and the use of the male pronoun shall include the female

9.2. Where there are two or more persons comprised in the expression "the Mortgagor" the covenants expressed to be made and the security given by the Mortgagor shall be deemed to be made and given by such persons jointly and severally but notices to be given by the Mortgagor may be given by any one such person and if so given shall be effective as if given by each such person

10. It is agreed that the liability of David Booter SIPP Trustees Limited shall be limited to the extent of the assets of SIPP Focus DB820 – N.J. Wheeler available to them to meet such

liability and for the avoidance of doubt it is agreed and acknowledged that Arthur Prince Limited shall have no right of recourse against any other assets held by David Booler SIPP Trustees Limited.

**IN WITNESS** whereof this Legal Charge has been duly executed by the Mortgagor as a deed the day and year first before written

Executed as a deed by **ARTHUR PRINCE LIMITED** acting by one Director in the presence of:-

Witness:

Sign

Name

Katie Green

Address

Occupation

Trainee solicitor.

Executed as a deed by **DAVID BOOLER SIPP TRUSTEES LIMITED** Acting by one director in the presence of

Witness:

Sign

Name

Address

Occupation

Acting by one director in the presence of

Witness:

Sign

Name TULSIKA PATEL

Address

Occupation ACCOUNT MANAGER

Signed as a deed by NICOLA JAYNE WHEELER

in the presence of:-

Witness:

Sign

Name

SUSAN J. ITENDRY

Address

Occupation

EXPORT CO-ORDINATOR.