



Registration of a Charge

Company Name: **MONUMENT SSAS (TRUSTEES) LIMITED**

Company Number: **SC496932**



Received for filing in Electronic Format on the: **29/09/2022**

XBDKOANV

Details of Charge

Date of creation: **12/09/2022**

Charge code: **SC49 6932 0040**

Persons entitled: **THE ROYAL BANK OF SCOTLAND PLC**

Brief description: **MILL FARM HOUSE BEWESHILL LANE BLAYDON ON TYNE NE21 4SU**

Contains negative pledge.

Chargor acting as a bare trustee for the property.

Authentication of Form

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

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ANDREW DAVERSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 496932

Charge code: SC49 6932 0040

The Registrar of Companies for Scotland hereby certifies that a charge dated 12th September 2022 and created by MONUMENT SSAS (TRUSTEES) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th September 2022 .

Given at Companies House, Edinburgh on 29th September 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**

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: MONUMENT SSAS (TRUSTEES) LIMITED (SC496932)

as trustees of THE QUINCE FAMILY PENSION SCHEME

Customer: The present and future trustees of Quince Family Pension Scheme

Bank: The Royal Bank of Scotland plc

Property: MILL FARM HOUSE, BOWESHILL LANE, (Land Registry Title No: TY112543 +
BLAYDON ON TYNE, NE21 4SU TY343558

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

Date

12 09 22

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) and whether incurred before or after discontinuance of the deed 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.

Backman Solicitors LLP.
We hereby certify this to
be a true copy of the
original document which it
purports to be 23.9.22.
L. Dobson

1. The first part of the paper is devoted to the study of the properties of the function $f(x)$ defined by the equation

$$f(x) = \sum_{n=0}^{\infty} \frac{a_n}{n!} x^n$$

where a_n are the coefficients of the power series. It is shown that the function $f(x)$ is analytic in the whole plane and that it satisfies the differential equation

$$f'(x) = f(x) + x f''(x)$$

2. In the second part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is convex in the whole plane and that it has a unique minimum at the origin.

3. In the third part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is concave in the whole plane and that it has a unique maximum at the origin.

4. In the fourth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is increasing in the whole plane and that it has a unique minimum at the origin.

5. In the fifth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is decreasing in the whole plane and that it has a unique maximum at the origin.

6. In the sixth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is bounded in the whole plane and that it has a unique minimum at the origin.

7. In the seventh part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is unbounded in the whole plane and that it has a unique maximum at the origin.

8. In the eighth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is periodic in the whole plane and that it has a unique minimum at the origin.

9. In the ninth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is aperiodic in the whole plane and that it has a unique maximum at the origin.

10. In the tenth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is continuous in the whole plane and that it has a unique minimum at the origin.

11. In the eleventh part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is discontinuous in the whole plane and that it has a unique maximum at the origin.

12. In the twelfth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is differentiable in the whole plane and that it has a unique minimum at the origin.

13. In the thirteenth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is not differentiable in the whole plane and that it has a unique maximum at the origin.

14. In the fourteenth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is twice differentiable in the whole plane and that it has a unique minimum at the origin.

15. In the fifteenth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is not twice differentiable in the whole plane and that it has a unique maximum at the origin.

16. In the sixteenth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is infinitely differentiable in the whole plane and that it has a unique minimum at the origin.

17. In the seventeenth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is not infinitely differentiable in the whole plane and that it has a unique maximum at the origin.

18. In the eighteenth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is analytic in the whole plane and that it has a unique minimum at the origin.

19. In the nineteenth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is not analytic in the whole plane and that it has a unique maximum at the origin.

20. In the twentieth part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is a solution of the differential equation

$$f'(x) = f(x) + x f''(x)$$

21. In the twenty-first part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is not a solution of the differential equation

$$f'(x) = f(x) + x f''(x)$$

22. In the twenty-second part of the paper, the properties of the function $f(x)$ are studied in more detail. It is shown that the function $f(x)$ is a solution of the differential equation

$$f'(x) = f(x) + x f''(x)$$

2. **Continuing Security**

This deed is and will remain a continuing security, even if the Owner (being an individual) dies or suffers incapacity. The Owner (or the Owner's personal representatives) may give one month's notice to discontinue this deed but it will remain security for all the Customer's Obligations at the date notice is received by the Bank and for any further Customer's Obligations that arise before the expiry of the notice.

3. **Restrictions**

The Owner will not, without the Bank's consent:

- 3.1 permit or create any mortgage, charge or lien on the Property.
- 3.2 dispose of the Property.
- 3.3 grant, or accept a surrender of, any lease or licence of the Property or consent to a tenant assigning or sub-letting.
- 3.4 part with or share possession or occupation of the Property.

4. **Land Registry**

The Owner and the Bank apply to the Land Registry to enter a restriction that "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 { date ¹² } in favour of the Bank referred to in the charges register". The Bank may also register any priority arrangements at the Land Registry which will then be publicly available. 22

5. **Arrangements with the Customer and Others**

Without releasing or affecting the **Security** created by this deed, and without the Owner's consent, the Bank may:

- 5.1 grant new facilities or credit to the Customer or any other person, and increase any rate of interest or charge.
- 5.2 allow time to and agree, renew, vary or end any arrangements with the Customer or any other person.
- 5.3 release, renew, vary or refrain from enforcing any security or guarantee held from the Customer or any other person.
- 5.4 settle with or release from liability the Customer or any other person.

6. **Preservation of the Bank's Claims**

- 6.1 Until the Customer's Obligations have been paid in full:
 - 6.1.1 the Owner is not entitled to claim or share any security held by the Bank, or any payment received by the Bank, for the Customer's Obligations.
 - 6.1.2 the Owner will not make any claim against, or in the insolvency of, the Customer or any guarantor of the Customer.
 - 6.1.3 the Owner will not take any security from, or enforce any security against, the Customer or any guarantor of the Customer.
- 6.2 The Owner will hold on trust for the Bank any payment or security received by the Owner in breach of these provisions.

The first step in the process of identifying a problem is to define the problem. This involves identifying the symptoms of the problem and determining the scope of the problem. Once the problem has been defined, the next step is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes of the problem. Once the causes of the problem have been identified, the next step is to develop a plan to address the problem. This involves identifying the actions that need to be taken to address the problem and determining the resources that are needed to implement the plan. Once a plan has been developed, the next step is to implement the plan. This involves taking the actions that have been identified in the plan and monitoring the progress of the plan. Finally, the last step in the process is to evaluate the results of the plan. This involves determining whether the plan has been successful in addressing the problem and identifying any lessons learned from the process.

1. Define the problem

2. Identify the causes of the problem

3. Develop a plan to address the problem

4. Implement the plan

5. Evaluate the results of the plan

6. Identify lessons learned

7. Share the results

The second step in the process of identifying a problem is to identify the causes of the problem. This involves identifying the factors that are contributing to the problem and determining the underlying causes of the problem. Once the causes of the problem have been identified, the next step is to develop a plan to address the problem. This involves identifying the actions that need to be taken to address the problem and determining the resources that are needed to implement the plan. Once a plan has been developed, the next step is to implement the plan. This involves taking the actions that have been identified in the plan and monitoring the progress of the plan. Finally, the last step in the process is to evaluate the results of the plan. This involves determining whether the plan has been successful in addressing the problem and identifying any lessons learned from the process.

8. Define the problem

9. Identify the causes of the problem

10. Develop a plan to address the problem

11. Implement the plan

12. Evaluate the results of the plan

13. Identify lessons learned

14. Share the results

15. Define the problem

16. Identify the causes of the problem

17. Develop a plan to address the problem

18. Implement the plan

19. Evaluate the results of the plan

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

Director

Secretary/Director

Executed and Delivered as a deed by
the Owner acting by two of its members

Member

Member

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

Witness name in full
(IN BLOCK CAPITALS)

Signature

Address

Occupation

ANDREW DAVENPORT

Bindman & Co.

22 Front Street

Whickham

Newcastle upon Tyne

NE16 4DT

Solicitor

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

Witness name in full
(IN BLOCK CAPITALS)

Signature

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