

MR01

Particulars of a charge

040448 / 23  
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[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

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

☒ **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  
an instrument Use form MR08



A22 18/02/2017 #287  
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 0 2 1 7 8 7 8 3

Company name in full Tower Pension Trustees Limited

749 For official use

→ Filing 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 1 7 20 2 2 0 1 7

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

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**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

A Legal Mortgage over the Freehold Property known as 1 Soutergate, Ulverston, Cumbria

✓ HM Land Registry Title Number(s) CU294043

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 <sup>1</sup>**

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

☒

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

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**Signature**

Please sign the form here

Signature

Signature

X HCB Solicitors 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 Robert McLean

Company name HCB Solicitors Limited

Address 679

Warwick Road

Post town Solihull

County/Region West Midlands

Postcode B 9 1 3 D A

Country England

DX DX 714006 Solihull 1

Telephone 0121 703 2615

### 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](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.gov.uk/companieshouse)



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

Company number. 2178783

Charge code: 0217 8783 0749

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th February 2017 and created by TOWER PENSION TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 18th February 2017

D+

Given at Companies House, Cardiff on 24th February 2017



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Checker's Initial	
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WE HEREBY CERTIFY A TRUE COPY OF THIS TO BE ORIGINAL  SIGNED HCB Solicitors ... HCB SOLICITOR
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**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 separate document called the HSBC Bank plc Mortgage Deed Conditions (2006 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 any liabilities 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 which all or any of them owe as well as for the debts which all or any 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 17 day of February Two thousand and seventeen

**BETWEEN** Mortgagor **Tower Pension Trustees Limited (Company number: 02178783)** as trustee for the time being of **St James's Place Self-Invested Personal Pension Plan re Duncan Lawrence Gregory** ("you")

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

to secure the Debt of Borrower. **Tower Pension Trustees Limited (Company number: 02178783)** as trustee for the time being of **St James's Place Self-Invested Personal Pension Plan re Duncan Lawrence Gregory** ("Borrower", which shall additionally have the meaning set out in paragraph 2 of the Conditions)

**WITNESSES** that this Mortgage is given by you over the Property and other assets to secure the Debt on the terms set out in the separate document called the **HSBC Bank plc Mortgage Deed Conditions (2006 edition)** ("the Conditions") which are incorporated in this Mortgage and of which you acknowledge receipt. 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 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; **Freehold Property known as 1 Soutergate, Ulverston, Cumbria** registered at H M Land Registry with title number. **CU294043**
- (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 3 of the Conditions;
- ~~(d) any goodwill of any business from time to time carried on at the Property;~~ **HSB**
- (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: **relating to the Scheme** **HSB**

- (a) all money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent and whether now or in future due, or becoming due, from the Borrower to the Bank. This includes, but is not limited to (whether as originally given or subsequently varied, extended or increased in any way).
  - (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 24 of the Conditions,
- (c) any amount due under the indemnity in paragraph 33 of the Conditions.
- 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

**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 [REDACTED] in favour of HSBC Bank plc referred to in the Charges Register "

**4. Limitation \***

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

\* The Parties agree that notwithstanding any provisions to the contrary herein or at all the liability of Tower Pension Trustees Limited shall not be personal and shall be limited to the extent of the assets for the time being of the Scheme and further Tower Pension Trustees Limited shall have no liability after it ceases to be a trustee of the Scheme.

HCB

Bank ref: (NS) SC7529720120

**IMPORTANT – PLEASE READ THE NOTES ON PAGE ONE BEFORE SIGNING THIS MORTGAGE**

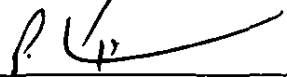
Signed as a deed by **Tower Pension Trustees Limited** acting by

Signature 

Director

(For use by a Company without a Common Seal)

Name in Full Simon Tugwell  
(Block letters)

Signature 

Director/Secretary 

Name in Full Paul Keppin  
(Block letters)

Executed as a deed by affixing the Common Seal of **Tower Pension Trustees Limited** in the presence of

Director  
\_\_\_\_\_

Company Seal

(For use by a Company with a Common Seal)

Director/Secretary \_\_\_\_\_

For and on behalf of HSBC Bank plc



Bank ref. (NS) SC7529720120