



Registration of a Charge

Company name: **TOWER PENSION TRUSTEES LIMITED**

Company number: **02178783**



X79MP32I

Received for Electronic Filing: **06/07/2018**

Details of Charge

Date of creation: **25/06/2018**

Charge code: **0217 8783 0793**

Persons entitled: **HSBC BANK PLC**

Brief description: **THE FREEHOLD PROPERTY KNOWN AS THE GOLDEN FLEECE, MAIN ROAD, UPPER BROUGHTON, MELTON MOWBRAY, LEICESTERSHIRE, REGISTERED AT H M LAND REGISTRY WITH TITLE NUMBER NT125536**

Contains fixed charge(s).

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:

HOWES PERCIVAL



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2178783

Charge code: 0217 8783 0793

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th June 2018 and created by TOWER PENSION TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th July 2018 .

Given at Companies House, Cardiff on 10th July 2018

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

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 HSBC Bank plc Mortgage Deed Conditions (2018 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 amounts owed 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 of each of them on their own, as well as for the debts which each 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.

Bank reference: SC6832197756

Third Party Legal Mortgage A2jco

THIS LEGAL MORTGAGE dated the

25th

day of June 2018

BETWEEN Mortgagee: Tower Pension Trustees Limited (Company No: 02178783) as trustee for the time being of The St James's Place Self-Invested Personal Pension Plan re Harry Frederick Gurney and Gurney Investments Limited (Company No: 11263479) ("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: The St James's Place Self-Invested Personal Pension Plan re Harry Frederick Gurney ("Borrower", which shall additionally have the meaning set out in paragraph 3 of the Conditions)

WITNESSES that this Mortgage which incorporates the Mortgage Deed Conditions (2018 edition) ("the Conditions") is given by you over the Property and other assets to secure the Debt.

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 the 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 The Golden Fleece, Main Road, Upper Broughton, Melton Mowbray, Leicestershire registered at H M Land Registry with title number: **NT125536**
- (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 4 of the Conditions;
- (d) any goodwill of any business from time to time carried on at the Property;
- (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:

- (a) all money and liabilities whatever, whenever and however incurred, whether with or without your knowledge or consent and whether now or in the future due, or becoming due, from the Borrower to the Bank, including but not limited to:
 - (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 of England 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 26 of the Conditions.
- (c) any amount due under paragraph 35 of the Conditions.

Provided that the amount recoverable by the Bank under the Mortgage shall be limited to the greater of

- (1) the sum equivalent to the value of the share and interest of the Borrower in the Property as at the date of this Mortgage but valued at the date this Mortgage is enforced or redeemed (as the case may be);
- (2) the amount of the net proceeds of sale of the Property attributable to the Borrower's share in the Property.

The Debt is not any money and liabilities arising under a regulated agreement as defined under section 189 of the Consumer Credit Act 1974, unless agreed between the Borrower and the Bank.

If there is more than one person named as Borrower, this Mortgage will secure the Debt of them together and each of them individually and all or any of them with any other person.

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 _____ in favour of HSBC Bank plc referred to in the Charges Register."

**IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE AND THE CONDITIONS BEFORE
SIGNING THIS MORTGAGE**

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

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

Signature _____ Director



Name in full

STEVE GARDNER
(Block letters)

Signature _____ Director/Secretary



Name in full

PAUL KEEPIN
(Block letters)

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

Signature _____ Director

Name in full _____
(Block letters)

In the presence of:

Signature of witness

Witness

Full name of witness _____
(Block letters)

Address:

Occupation:

Attestation - Company

IMPORTANT - PLEASE READ THE NOTES ON PAGE ONE AND THE CONDITIONS BEFORE SIGNING THIS MORTGAGE

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

Signed as a deed by Gurney Investments Limited acting by:

Signature

Director

Name in full

(Block letters)

Signature

Director/Secretary

Name in full

(Block letters)

Signed as a deed by Gurney Investments Limited acting by:

Signature

Director

Name in full

HARRY FREDERICK GURNEY
(Block letters)

In the presence of:

Signature of witness

Witness

Full name of witness

DAVID JAMES PIPE
(Block letters)

Address: 28 Chestnut Close, Duffield, Belper, DE56 4HD

Occupation: Physiotherapist

Attestation - Company

