

035090/13

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

# MR01

## Particulars of a charge



Companies House

**A fee is payable with this form**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling service to file this form online**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 no  
instrument Use form MR08

For further information, please  
refer to our guidance at  
[www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

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  
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  
scanned and placed on the public record

WEDNESDAY



\*A30MBB5K\*

A05

29/01/2014

#40

COMPANIES HOUSE

### 1 Company details

Company number 3257389 ✓

Company name in full AJ BELL (PP) TRUSTEES LIMITED ✓

935 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 27 01 2014 ✓

### 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 THE ROYAL BANK OF SCOTLAND 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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Particulars of a charge

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**Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

✓ LAND IN TITLE NUMBER LA692973  
BEING LAND ON THE WEST OF DEANS LANE  
LATHAM ORMSKIRK

5

**Fixed charge or fixed security**

Does the instrument include a fixed 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

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**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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

✓ ☒ Yes

☐ No

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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)

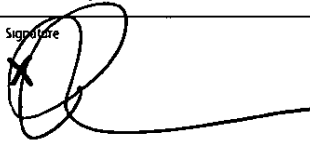
9

Signature

Please sign the form here

Signature

Signature



X

This form must be signed by a person with an interest in the charge

MR01

## Particulars of a charge

**Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name  
**IAN ARMSTRONG**

Company name  
**PLATT + FISHWICK**

Address  
**47 KING STREET**

Post town  
**WIGAN**

County/Region  
**LANCASHIRE**

Postcode  
**WN1 1DB**

Country  
**UK**

DX  
**19318 WIGAN**

Telephone  
**01942 243281**

**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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



FILE COPY

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

Company number: 3257389

Charge code. 0325 7389 0935

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th January 2014 and created by AJ BELL (PP) TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th January 2014.

Given at Companies House, Cardiff on 29th January 2014



**Companies House**



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

WE CERTIFY THIS TO BE A  
TRUE COPY OF THE ORIGINAL  
PLATT & FISBECK SOLICITORS

Third Party Legal Charge  
Trust (04/09)

THIS IS AN IMPORTANT DEED. YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING.

Date

27th January 2014

**Definitions**

**Owner:** Robert Arthur Pedley and AJ Bell (PP) Trustees Limited as trustees for the time being of the Self Invested Personal Pension relating to Robert Arthur Pedley

**Bank:** The Royal Bank of Scotland plc

**Customer:** The Trustees from time to time of the Self Invested Personal Pension relating to Robert Arthur Pedley

**Interest:** Interest at the rate(s) charged to the Customer by the Bank from time to time

**Property:** ALL THE LAND IN TITLE NUMBER LA692973  
BEING LAND LYING TO THE WEST OF DEANS LANE  
LATHOM ORMSKIRK

**Charged Assets:** The assets charged by Clause 1 2

**Goodwill:** The present and future goodwill of any business carried on at the Property by or on behalf of the Owner

**Customer's Obligations:** All the Customer's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

**Expenses:** All expenses (on a full indemnity basis) incurred by the Bank or any Receiver at any time in connection with the Property the Charged Assets the Goodwill or the Customer's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

**Required Currency:** The currency or currencies in which the Customer's Obligations are expressed from time to time

**Charge**

- 1 In consideration of the Bank giving time or credit or banking facilities to the Customer and for the purpose of securing the discharge on demand of the Customer's Obligations the Owner with full title guarantee charges to the Bank -
- 1 1 By way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Owner's interest in the Property or its proceeds of sale)
- 1 2 By way of fixed charge if the Owner is not an individual -
- 1 2 1 All the fixtures and fittings of the Owner from time to time attached to the Property

- 1 2 2 **All** the plant and machinery vehicles and computer equipment of the Owner present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts
- 1 2 3 **All** furniture furnishings equipment tools and other chattels of the Owner now and in the future at the Property and not regularly disposed of in the ordinary course of business
- 1 3 **By** way of fixed charge the Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets
- 1 4 The Bank shall not be entitled to recover any amount under this deed in excess of the assets of the available to the Owners as trustees of such trust

#### **Continuing Security**

- 2 1 **This** deed shall be a continuing security notwithstanding the death or disability of the Owner until the expiry of one month from the date of receipt by the Bank of written notice to the Bank by the Owner or his personal representatives to discontinue the security created by this deed
- 2 2 **Notwithstanding** notice of discontinuance under Clause 2 1 this deed shall remain valid as security for all the Customer's Obligations as at the date of expiry of the notice

#### **Arrangements with the Customer and others**

- 3 **The** Bank may without the consent of or notice to the Owner and without releasing or affecting the security created by this deed -
- 3 1 **Allow** to the Customer or any other person any time or indulgence
- 3 2 **Grant** to the Customer or any other person any new or increased facility and increase any rate of interest or charge
- 3 3 **Enter** into renew vary or end any agreement or arrangement with or liability of the Customer or any other person
- 3 4 **Renew** vary refrain from enforcing or release any present or future security or guarantee which the Bank holds from the Customer or any other person
- 3 5 **Compound** with the Customer or any other person

#### **Preservation of Security**

- 4 1 **If** any of the Customer's Obligations are at any time void or unenforceable against the Customer for any reason this deed shall nevertheless secure the same amount as that which it would have secured had the Customer's Obligations not been void or unenforceable
- 4 2 **The** security created by this deed shall not be released or affected by any failure by the Bank to take any security or by any other security held by the Bank or any intended security in respect of the Customer's Obligations being void or unenforceable or not completed or perfected
- 4 3 **This** deed is in addition to any other security present or future held by the Bank in respect of the Customer's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank
- 4 4 **The** Owner shall remain liable under the security created by this deed notwithstanding any settlement between the Bank and the Owner or any release given by the Bank to the Owner until any security given or payment made to the Bank by the Customer or any other person cannot be avoided or reduced under the law relating to insolvency from time to time in force and the Bank shall be entitled to retain this security until it is satisfied that it will not have to make any repayment under such law

### **Preservation of the Bank's Claims**

- 5      **Until** all claims of the Bank in respect of the Customer's Obligations have been discharged in full -
- 5 1    **The Owner** shall not be entitled to participate in any security held by the Bank or money received by the Bank in respect of the Customer's Obligations
- 5 2    **The Owner** shall not in competition with or in priority to the Bank make any claim against the Customer or any co-surety or their respective estates nor make any claim in the insolvency of the Customer or any co-surety nor take or enforce any security from or against the Customer or any co-surety
- 5 3    **Any** payment received by the Owner in breach of Clause 5 2 and any security taken by the Owner from the Customer or any co-surety shall be held in trust for the Bank as security for the Customer's Obligations

### **Appropriation**

- 6 1    **Subject** to Clause 6 2 the Bank may appropriate all payments received in respect of the Customer's Obligations in reduction of any part of the Customer's Obligations as the Bank decides
- 6 2    **The Bank** may open a new account or accounts after the security created by this deed has been discontinued or upon the Bank receiving actual or constructive notice of any charge or interest affecting the Property the Charged Assets or the Goodwill Whether or not the Bank opens any such account no payment received by the Bank after such discontinuance or notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Customer's Obligations outstanding at the time of such discontinuance or notice
- 6 3    **The Bank** may place to the credit of a suspense account for so long as it considers desirable any money received under this deed without any obligation to apply it towards discharge of the Customer's Obligations

### **Repair Alteration and Insurance**

- 7 1    **The Owner** will keep the Property and the Charged Assets in good condition and comprehensively insured to the Bank's reasonable satisfaction for their full reinstatement cost and in default the Bank (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property and the Charged Assets The Owner will deposit with the Bank the insurance policy or where the Bank agrees a copy of it
- 7 2    **The Owner** will not without the prior written consent of the Bank make any alteration to the Property which would require Planning Permission or any approval under Building Regulations
- 7 3    **The Owner** will hold in trust for the Bank all money received under any insurance of the Property or the Charged Assets and at the Bank's option will apply the same in making good the relevant loss or damage or in or towards discharge of the Customer's Obligations



## **Restrictions on Charging Leasing Disposing and Parting with possession**

- 8 1 **The Owner will not without the Bank's prior written consent -**
- 8 1 1 **Create** or permit to arise any mortgage charge or lien on the Property the Charged Assets or the Goodwill
- 8 1 2 **Grant** or accept a surrender of any lease or licence of the Property the Charged Assets or the Goodwill
- 8 1 3 **Dispose** of or part with or share possession or occupation of the Property the Charged Assets or the Goodwill
- 8 2 **If** the Bank does consent to the creation of a mortgage or charge on the Property it may require a priority agreement or deed with the mortgagee or chargee In the case of Registered Land this will require registration and will be a public document
- 8 3 **The Owner** applies and agrees that the Bank may apply for a restriction to be entered on the Register of any Registered Land that no disposition of the Registered estate by the proprietor(s) of the Registered estate or by the proprietor(s) of any Registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge created by this deed in favour of the Bank referred to in the Charges Register

## **Powers of the Bank**

- 9 1 **The Bank** may without restriction grant or accept surrenders of leases of the Property and the Charged Assets
- 9 2 **Section 103** of the Law of Property Act 1925 shall not apply and the Bank may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed
- 9 3 **The Bank** may under the hand of any official or manager or by deed appoint or remove a Receiver or Receivers of the Property the Charged Assets and the Goodwill and may fix and pay the fees of a Receiver but any Receiver shall be deemed to be the agent of the Owner and the Owner shall be solely responsible for the Receiver's acts defaults and remuneration
- 9 4 **All** or any of the powers conferred on a Receiver by Clause 10 may be exercised by the Bank without first appointing a Receiver or notwithstanding any appointment
- 9 5 **The Bank** will not be liable to account to the Owner as mortgagee in possession for any money not actually received by the Bank
- 9 6 **Section 93(1)** of the Law of Property Act 1925 shall not apply to this deed
- 9 7 **The Bank** may exchange or convert to the Required Currency any currency held or received

## **Receivers**

- 10 1 **Any Receiver** appointed by the Bank shall (in addition to all powers conferred on him by law) have the following powers which in the case of Joint Receivers may be exercised jointly or severally -
- 10 1 1 **To** take possession of and generally manage the Property and the Charged Assets and any business carried on at the Property
- 10 1 2 **To** carry out on the Property any new works or complete any unfinished works of building reconstruction maintenance furnishing or equipment
- 10 1 3 **To** purchase or acquire any land or other property and purchase acquire grant or release any interest in or right over land or the benefit of any covenants (positive or restrictive) affecting land

- 10 1 4 **To** sell lease surrender or accept surrenders of leases charge or otherwise deal with and dispose of the Property the Charged Assets and the Goodwill without restriction including (without limitation) power to dispose of any fixtures separately from the Property
- 10 1 5 **To** carry into effect and complete any transaction by executing deeds or documents in the name of or on behalf of the Owner
- 10 1 6 **To** take continue or defend any proceedings and enter into any arrangement or compromise
- 10 1 7 **To** insure the Property and the Charged Assets and any works and effect indemnity insurance or other similar insurance and obtain bonds and give indemnities and security to any bondsmen
- 10 1 8 **To** employ advisers consultants managers agents workmen and others and purchase or acquire materials tools equipment goods or supplies
- 10 1 9 **To** borrow any money and secure the payment of any money in priority to the Customer's Obligations for the purpose of the exercise of any of his powers
- 10 1 10 **To** do any other acts which the Receiver may consider to be incidental or conducive to any of his powers or to the realisation of the Property the Charged Assets and the Goodwill
- 10 2 **If** the Owner is an individual the Owner grants to such Receiver an irrevocable licence and power to use in connection with any business carried on at the Property all property of the Owner at the Property when the Receiver is appointed and to remove store sell and/or dispose of any such property The Receiver will account to the Bank for the proceeds of any sale of such property after deducting all costs and expenses incurred in the sale and that amount shall be a debt due from the Bank to the Owner
- 10 3 **A** Receiver shall apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

#### **Power of Attorney**

- 11 **The** Owner irrevocably appoints the Bank and any Receiver severally to be the Attorney of the Owner (with full power of substitution and delegation) in the Owner's name and on the Owner's behalf and as the Owner's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Bank or any Receiver pursuant to this deed or the exercise of any of their powers

#### **Certificate of the Customer's Obligations**

- 12 **A** certificate signed by an official or manager of the Bank as to the amount of the Customer's Obligations or the amount due from the Owner under this deed shall be conclusive evidence save in the case of manifest error or on any question of law

#### **Further Assurance**

- 13 **The** Owner will at the Owner's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure the Customer's Obligations on the Property the Charged Assets and the Goodwill

#### **Memorandum and Articles of Association**

- 14 **If** the Owner is a company the Owner certifies that this deed does not contravene the Owner's Memorandum and Articles of Association

## Notices

- 15 1 **Any** notice or demand by the Bank may be sent by post or fax or delivered to the Owner at the Owner's address last known to the Bank or if the Owner is
- 15 1 1 **A** company may be served personally on any of its directors or its secretary
- 15 1 2 **A** limited liability partnership may be served personally on any of its members
- 15 2 **A** notice or demand by the Bank by post shall be deemed served on the day after posting
- 15 3 **A** notice or demand by the Bank by fax shall be deemed served at the time of sending

## Governing Law

- 16 **This** deed shall be governed by and construed in accordance with English law

## Interpretation

- 17 1 **The** expressions "Owner" and "Bank" where the context admits include their respective successors in title and assigns
- 17 2 **If** two or more persons are included in the expression "Customer" then the use in this deed of the word "Customer" shall be deemed to refer to such persons both together and separately and the Customer's Obligations shall be their joint and several obligations
- 17 3 **Where** the Customer is a partnership the Customer's Obligations shall include those (in relation to the partnership business) of the persons from time to time being members of the partnership and the Owner's liability under this deed shall continue and this deed shall remain a continuing security despite any change in the constitution of the partnership
- 17 4 **If** two or more persons are included in the expression "Owner" then the use in this deed of the word "Owner" shall be deemed to refer to such persons both together and separately and their obligations under this deed shall be their joint and several obligations. The interest of any one of them in the property the Charged Assets or the Goodwill shall not be released from the security created by this deed nor shall the security created by this deed be discontinued by reason of this deed not being or ceasing to be binding upon the interest in the Property the Charged Assets or the Goodwill of any other of them whether or not by agreement with the Bank
- 17 5 **References** to the "Property" and the "Charged Assets" include any part of it or them and the "Property" includes all covenants and rights affecting or concerning the same. The "Property" also includes any share from time to time held by the Owner in any landlord or management company of the Property
- 17 6 **Interest** will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select
- 17 7 **Each** of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

17 8 The Bank shall not be entitled to recover any amount under this deed in excess of the value of the assets of the Self Invested Personal Pension relating to Robert Arthur Pedley available to the Owners as trustees of such trust

In Witness of which this deed has been duly executed

[Delete/add signing blocks as appropriate]

Signed and Delivered as a deed  
by the first named Owner  
acting by a director and its secretary  
or two Directors

) NG  
) Director  
) [Signature]  
) Secretary/Director

Signed on behalf of AJ Bell (PP)  
Trustees Ltd

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

[Signature]

Witness' name in full SHARON ARMSTRONG

Signature [Signature]

Address 11 Princes Road

Shanklin, Wigan

Occupation Licensed Conveyancer

I confirm that I am a ~~solicitor~~/licensed conveyancer/legal executive acting for the second named Owner and that prior to the execution of this deed I explained its nature, content and effect, and the practical implications of signing it to the second named Owner and he/she informed me that he/she wished to proceed with the transaction

Signature [Signature] Date of Signature 14/11/14

Name SHARON ARMSTRONG

Firm Pratt & Partners

Address 11 Princes Road, Shanklin  
Wigan WMB 012

**NOTE - RECEIPT NOT TO BE USED FOR REGISTERED CHARGES**

The Royal Bank of Scotland plc releases to the within named Owner all the Property the Charged Assets and the Goodwill comprised in the within written document

For and on behalf of The Royal Bank of Scotland plc

\_\_\_\_\_  
Duly Authorised Official

Date \_\_\_\_\_