

# 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  
Please go to [www.companies.gov.uk](http://www.companies.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 an instrument. Use form MR08

THURSDAY



A35

\*A440915S\*

26/03/2015

#37

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

### 1 Company details

Company number 8 7 6 3 7 9 0 ✓

Company name in full MBI CLIFTON MOOR LIMITED ✓

2 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 2 4 0 3 2 0 1 5 ✓

### 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 MJF Pension Trustees Limited ✓

Name Robert Ashley Hall ✓

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

MR01

Particulars of a charge

<b>4</b>	<b>Description</b>	
	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	<b>Continuation page</b> Please use a continuation page if you need to enter more details
Description	Land on the south east side of Elliott Street Tyldesely registered at the Land Registry under Title Numbers MAN34746 and MAN34869 <div style="text-align: right;">✓      ✓</div>	
<b>5</b>	<b>Fixed charge or fixed security</b>	
	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  <input type="checkbox"/> <b>Yes</b> <input checked="" type="checkbox"/> <b>No</b>	
<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box  <input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b>  Is the floating charge expressed to cover all the property and undertaking of the company?  <input type="checkbox"/> <b>Yes</b>	
<b>7</b>	<b>Negative Pledge</b>	
	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  <input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	

MR01  
Particulars of a charge

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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



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 **Linda Heald**

Company name **Linda Heald & Co Property Lawyers**

Address **2nd Floor, Central Buildings**

**1-3 Town Hall Street**

Post town **Sowerby Bridge**

County/Region **West Yorkshire**

Postcode **H X 6 2 Q D**

Country **England**

DX

Telephone **01422 893921**

**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

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

Company number: 8763790

Charge code. 0876 3790 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 24th March 2015 and created by MBI CLIFTON MOOR LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 26th March 2015

Given at Companies House, Cardiff on 1st April 2015



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

Dated

24 March 2015

**Legal Mortgage**

**between**

**MJF PENSION TRUSTEES LIMITED**

**AND ROBERT ASHLEY HALL**

**and**

**MBI Clifton Moor Limited**

Dated 24/03/2015



LINDA HEALD  
LICENSED CONVEYANCER  
2ND FLOOR CENTRAL BUILDINGS  
1-3 TOWN HALL STREET  
SOWERBY BRIDGE HX6 2QD

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Prepared by Linda Heald  
Checked by Linda Heald  
Dated 24/3/2015



LINDA HEALD  
LICENSED CONVEYANCER  
2ND FLOOR CENTRAL BUILDINGS  
1-3 TOWN HALL STREET  
SOWERBY BRIDGE HX6 2QD

THIS LEGAL CHARGE is made the 24 day of March 2015 BETWEEN


- (1) **MBI Clifton Moor Limited** (CRN 08763790) registered office at The Warehouse, 2 The Wharf Sowerby Bridge United Kingdom HX6 2AG ('the Mortgagor') and
- (2) **MJF Pension MJF Pension Trustees Limited and Robert Ashley Hall** as trustees of the Michael J Field SIPPS (R A Hall a/c) ('the Mortgagees')

NOW THIS DEED WITNESSES as follows.

## 1 Definitions

In this Legal Charge the following expressions shall have the meanings specified

- 1 1 **First Annual Repayment Date** means 14th November 2015  
**Second Annual Repayment Date** means 14<sup>th</sup> November 2016  
**Third Annual Repayment Date** means 14<sup>th</sup> November 2017
- 1 2 **'1925 Act'** means the Law of Property Act 1925
- 1 3 **'Costs'** means all properly incurred costs charges and expenses and liability on a full and unlimited indemnity basis incurred by the Mortgagee (including without limitation all legal and other professional costs charges and expenses) in and incidental to and in contemplation of:
- 1 3 1 the protection preservation realisation and enforcement of this security,
  - 1 3 2 the obligations owed to the Mortgagee under this Deed;
  - 1 3 3 the collection or recovery of any money owing under this Deed;
  - 1 3 4 the taking of legal proceedings in respect of any of the above
- 1 4 **'Event of Default'** means the Mortgagor will be in default if it has not remedied in all material respects:
- 1 4 1 a breach of its obligation to make payment pursuant to clause 3 of this Legal Charge after the expiry of 10 Working Days' notice from the Mortgagees; or
  - 1.4.2 a substantial breach of its obligations in this Legal Charge after the expiry of notice from the Mortgagees allowing a reasonable time in which to remedy such breach
- 1 5 **'Event of Insolvency'** means.
- 1 5.1 the Mortgagor being a company:
    - 1 5.1.1 goes into liquidation whether compulsory or voluntary (save for the purpose of reconstruction or

Witnessed by  
2 MBS COPY OF THE ORIGINAL  
Dated 24/3/2015  


LINDA HEALD  
LICENSED CONVEYANCER  
2ND FLOOR CENTRAL BUILDINGS  
1-3 TOWN HALL STREET  
SOWERBY BRIDGE HX6 2QD





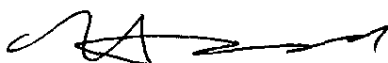
- 1 9.3 all other money and liabilities now or at any time hereafter due or owing from the Mortgagor to the Mortgagees pursuant to the this Legal Charge (including without limitation all Costs) and the payment of Interest thereon.
- 1 9 4 all other money and liabilities now or at any time hereafter due or owing from the Mortgagor to the Mortgagees
- 1 10 **'Statutory Requirements'** means the requirements of any Act of Parliament or any regulation or byelaw of any local authority or government department or any other body exercising powers under statute or by Royal Charter
- 1.11 **'Working Day'** means any day other than Saturday Sunday and any bank or public holiday.

## 2 Interpretation

- 2 1 The expressions 'Mortgagor' and 'Mortgagees' include their respective successors in title
- 2.2 Unless the context otherwise requires references in this Legal Charge to clauses and schedules are to clauses and schedules in this Legal Charge and reference to a clause includes a sub-clause.
- 2 3 The headings to clauses and other parts of this Legal Charge are for reference only and do not affect its construction
- 2 4 This Legal Charge contains the whole agreement between the parties relating to the matters herein mentioned and supersedes previous agreements between them (if any) relating thereto.
- 2.5 This Legal Charge may only be varied in writing signed by or on behalf of the parties.
- 2 6 Any obligation on a party to do any act or thing includes an obligation to procure that it be done and any obligation not to do any act or thing includes an obligation not to permit or suffer that act or thing to be done by any person under its control.
- 2.7 Obligations owed by or to more than one person are owed by or to them jointly and severally.
- 2 8 A reference to a person includes an individual, a corporation, company, firm or partnership or government body or agency, whether or not legally capable of holding land

We hereby certify that this is a true copy of the original  
Dated 24/3/2015

LINDA HEALD  
LICENSED CONVEYANCER  
2ND FLOOR CENTRAL BUILDINGS  
1-3 TOWN HALL STREET  
COWEBY BRIDGE HX6 2QD



- 2.9 Unless otherwise specified, a reference to legislation (including subordinate legislation) is to that legislation as extended, amended, modified, consolidated, or re-enacted from time to time and includes any instrument, order, regulation, permission, consent, licence, notice, direction, byelaw, statutory guidance or code of practice made or granted under such legislation

### **3 Agreement to lend and Charge**


- 3.1 The Mortgagee agrees to lend the Loan to the Mortgagor secured by a first ranking priority legal mortgage
- 3.2 The Mortgagor has agreed to repay the Loan together with the Interest no later than 3 years from the date of this Legal Charge
- 3.3 The Mortgagor agrees to pay the Interest to the Mortgagee on the First Annual Repayment Date, the Second Annual Repayment Date and the Third Annual Repayment Date
- 3.4 If any part of the Loan and the Interest remains outstanding 3 years from the date of this Legal Charge then the Mortgagor agrees to transfer the Property to the Mortgagee in full satisfaction of the Loan and any outstanding Interest
- 3.5 This agreement is terminable by either party on 6 months notice
- 3.6 The Mortgagor with full title guarantee charges the Property by way of first ranking priority legal mortgage as a continuing security for the payment or discharge of the Secured Amounts.
- 3.7 The Mortgagor shall apply to the Registrar to enter in the register of the title to the Property a restriction in standard form P in Schedule 4 of the Land Registration Rules 2003, namely

'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 MJF Pension MJF Pension Trustees Limited and Robert Ashley Hall as trustees of the Michael J Field SIPPS (R A Hall a/c) referred to in the charges register'

### **4 Mortgagor's Covenants**

#### **4.1**

The Mortgagor hereby covenants with the Mortgagees in the terms set out in this clause

24/03/2015  


LINDA HEALD  
LICENSED CONVEYANCER  
2ND FLOOR CENTRAL BUILDINGS  
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SOWERBY BRIDGE HX6 2QD

#### **4.2 Leases**

The Mortgagor shall not exercise any of the powers conferred on him by Section 99 of the 1925 Act or otherwise create any tenancy or lease or part with or share the possession or occupation of or confer upon any person a contractual licence right or interest to occupy the Property or any part thereof save as agreed in writing by the mortgagee

#### **4.3 Incumbrances**

The Mortgagor shall not create nor permit any incumbrance further mortgage or charge upon the Property without the previous consent in writing of the Mortgagee

#### **4.4 Costs, Loan and Interest**

The Mortgagor shall pay to the Mortgagee on demand the loan, all accrued interest, all Costs together with Interest thereon at the rate of 30 % per annum

#### **4.5 Rates etc**

The Mortgagor shall punctually pay and indemnify the Mortgagees against all rents rates taxes levies assessments impositions and outgoings whatsoever (whether governmental municipal contractual or otherwise) which may be or may become imposed upon or payable in respect of the Property or any part of it.

#### **4.6 Statutory Regulations**

The Mortgagor shall comply with all Statutory Requirements for the time being in force applicable to the Property.

#### **4.7 Restrictive Covenants and Lettings**

The Mortgagor shall observe and perform the restrictive and other covenants and stipulations (if any) affecting the Property and the covenants and conditions on the part of the landlord contained in any Letting pursuant to the Agreement

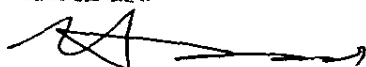
#### **4.8 VAT Option To Tax**

The Mortgagor shall not, without the prior written consent of the Mortgagees exercise any VAT option to tax in relation to the Property

### **5 Default**

WITNESSED BY  
DATE 24/3/2015

LINDA HEALD  
LICENSED CONVEYANCER  
2ND FLOOR CENTRAL BUILDINGS  
1-3 TOWN HALL STREET  
SOWERBY BRIDGE HX6 2QD



5 1 Section 103 of the 1925 Act shall not apply to this Deed and the statutory powers of sale and of appointment of a receiver under Sections 101 and 109 of the 1925 Act (as varied and extended under this Deed) shall arise on the execution of this Deed

5 2 The Secured Amounts shall become immediately payable upon the happening of an Event of Default or an Event of Insolvency and at any time thereafter the Mortgagee may in addition to any other remedies available to him.

5 2.1 exercise all the statutory powers conferred on mortgagees by the Law of Property Act 1925 free from the restriction imposed by Section 103 of the 1925 Act; and

5.2 2 appoint a Receiver (subject to the requirements of general law) to be receiver and manager or receivers or managers with power to authorise any joint receiver and manager to exercise any power independently of any other joint receiver and manager of all or any part of the Property or the Development under the Agreement and for the Receiver to exercise the powers set out in clause 6 of this Legal Charge, and

5.3 In the event of the Mortgagees taking possession of the Property or causing a Receiver to be appointed in exercise of such statutory powers the Mortgagee or such Receiver (in addition to his statutory powers) may eject from the Property the Mortgagor or any tenants of the Mortgagor or other persons at or in possession of the Property who are there otherwise than in accordance with the Agreement or pursuant to a Letting

## 6 Receiver

6 1 The Mortgagees may at any time and from time to time in like manner remove any Receiver so appointed and appoint another in his place or appoint an additional person as Receiver

6 2 The Mortgagees may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any Receiver so appointed

6 3 None of the restrictions imposed by the 1925 Act in relation to the appointment of Receivers or as to the giving of notice or otherwise shall apply

6 4 Where more than one Receiver is appointed they shall have the power to act severally.

6.5 Any Receiver so appointed shall be the agent of the Mortgagor for all purposes and the Mortgagor shall be solely responsible for his acts or defaults and for his remuneration.

WITNESSED BY  
SIGNED AND  
Dated 24/3/2015

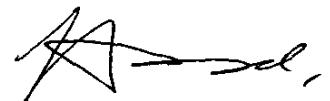
LINDA HEALD  
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- 6 6 Any Receiver so appointed shall have all the powers conferred on mortgagees or receivers by the 1925 Act (but without the restrictions contained in Section 103 of that Act) except to the extent to which those powers are expressly or impliedly excluded by the terms of this Deed. In the event of ambiguity or conflict the terms of this Deed will prevail
- 6 7 In addition any Receiver so appointed shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding any Event of Insolvency in relation to the Mortgagor, to do or omit to do anything which the Mortgagor could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such Receiver shall have the power-
- 6.7.1 to take possession of, collect and get in all or any part of the Property and for that purpose to bring any proceedings in the name of the Building or otherwise;
  - 6 7 2 to raise or borrow money (whether from the Mortgagee or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
  - 6 7 3 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of Sections 99 and 100 of the 1925 Act) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Mortgagor or otherwise,
  - 6 7 4 to seize and sever all or any fixtures at or in the Property other than and except trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site,
  - 6 7.5 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Mortgagor or the Property or in any way relating to this security,
  - 6 7 6 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal in relation to the matters referred to in clause 6.7 5;
  - 6 7 7 to disclaim, abandon or disregard all or any outstanding contracts of the Mortgagor and to allow time for payment of any debts either with or without security;
  - 6 7 8 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions approvals consents or licences;
  - 6 7.9 to acquire by purchase lease or otherwise any further property assets or rights;

Witnessed by me  
S. HEALD, Licensed Conveyancer  
Dated 24/3/2015

LINDA HEALD  
LICENSED CONVEYANCER  
2ND FLOOR CENTRAL BUILDINGS  
1-3 TOWN HALL STREET  
SOWERBY BRIDGE HX6 2QD



- 6 7 10 to appoint, employ and dismiss managers, officers, contractors and agents;
- 6 7 11 to elect to waive exemption under the Value Added Tax Act 1994 Schedule 10 paragraph 2(1) on behalf of the Mortgagor in respect of the Property;
- 6 7 12 to do (whether in the name of the Mortgagor or otherwise) all such other acts and things as he may consider necessary or desirable for the protection, preservation, management, improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers

6 8 All money received by any Receiver shall be applied by him.

6 8 1 in payment of the costs, charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);

6 8.2 in payment to the Receiver of such remuneration as may be agreed between him and the Mortgagees at, or at any time and from time to time after, his appointment,

6 8.3 in or towards satisfaction of the Secured Amounts;

and the surplus (if any) shall be paid to the Mortgagor or other persons entitled to it

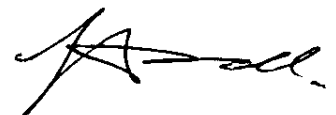
## 7 Protection of Third Parties

No person dealing with the Mortgagees or any Receiver appointed by him shall be concerned bound or entitled to enquire or be affected by notice as to any of the following matters.

- 7 1 whether this security has become enforceable;
- 7.2 whether any power exercised or purported to be exercised under this Deed has arisen or become exercisable;
- 7.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power,
- 7.4 whether any money remains due under the security, or
- 7.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made;

24/3/2015

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and the receipt of the Mortgagees or any Receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

## **8 VAT**

All sums payable under this Deed are exclusive of VAT. Accordingly the Mortgagor will in addition pay any VAT chargeable or payable in respect of the Secured Amounts or otherwise pursuant to this Deed

## **9 Liability**

The liability of MJF Pension Trustee Limited (and its officers and directors) shall be limited to the value of the assets of The Michael J Field SIPPS (Robert Ashley Hall a/c) from time to time

## **10 Miscellaneous**

10.1 Section 93 of the 1925 Act (restricting the right of consolidation) shall not apply to this Deed

10.2 The Mortgagee may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Mortgagee under this mortgage grant to the Mortgagor, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Mortgagor or any other person

10.3 Each of the provisions of this Deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired.

This deed has today been executed by the parties as a deed.

Signed as a deed & delivered  
by MJF Pension Trustees Limited

in the presence of

24/3/2015



LINDA HEALD  
LICENSED CONVEYANCER  
2ND FLOOR CENTRAL BUILDINGS  
1-3 TOWN HALL STREET  
SOWERBY BRIDGE HX6 2QD



Witness name:

Witness address:

Signed as a deed & delivered  
by Robert Ashley Hall

in the presence of:

Witness name:

Witness address:

Signed as a deed & delivered  
by MBI CLIFTON MOOR LIMITED

in the presence of:

Witness name:

*MR D COCKBURN*

Witness address:

*31 SPRING MEADOW LANE*

*WILLOWHILL ROAD*

*OL3 6HN*

*6 1/2*

Dated *24/3/2015*



LINDA HEALD  
LICENSED CONVEYANCER  
2ND FLOOR CENTRAL BUILDINGS  
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COWERBY BRIDGE HX6 2QD