



48 Chorley New Road Bolton BL1 4AP United Kingdom

# INVOICE

Bill To

R Kirby & Sons Ltd SSAS

R Kirby & Sons Limited

Elledon House

Preston Road

Inskip

Preston

PR4 OTT

Invoice#

INV-6522

Invoice Date

14 Dec 2018

Terms

Net 14

Due Date

28 Dec 2018

Item & Description	Qty	Amount
Pension Scheme Loans Provision of a legal charge and associated documentation in respect of a pension scheme loan	1	750.00
Thank you for using our services	Sub Total	750.00
	Total	£750.00
	Balance Due	£750.00

#### Terms & Conditions

Payment to be made on receipt of invoice

Barclays Bank Plc

Account Name: Pension Practitioner

Sort Code: 20-45-45

Account Number: 23784606

Pension Practitioner is a trade style of The Practitioners Partnership LP UK Address: 48 Chorley New Road, Bolton, BL1 4AP, United Kingdom Registered Address: 1st Floor, World Trade Centre, Gibraltar. GX11 1AA Registered in Gibraltar at Companies House No: 159

See enclosed chaque

Jours Johnson

	MR01 Particulars of a charge			
4	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.	Please submit only a short description If there are a number of plots of land, aircraft and/or ships, you should simply describe some		
Brief description		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			
غامام المتحدد	No No	سوينسب دريريس بالرجد بعد مسيدي		
8	Trustee statement •			
	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.	●This statement may be filed after the registration of the charge (use form MR06).		
9 1	Signature			
	Please sign the form here.			
Signature	Signature X			
	This form must be signed by a person with an interest in the charge.			

any communication or document made or delivered after normal business 25.2.2 hours in the place of receipt shall not be deemed to be made or delivered until opening of business on the next working day in such place.

#### **COUNTERPARTS** 26

This Deed may be executed in any number of counterparts and this will have the same effect as if the signatures on the counterparts were on a single copy of this Deed.

#### 27 LAW

This Deed shall be governed by English law.

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The Company certifies that the creation of this Security does not contravene any provision of its memorandum and articles of association or any other of its constitutional documents.

IN WITNESS WHEREOF this Deed has been executed as a Deed by the Company by its duly authorised representatives and the Charge Holder and is intended to be and is hereby delivered on the date stated at the beginning of this Deed.

### **Executed and Delivered as a Deed**

for and on behalf of R Kirby & Sons Limited by the signatures of:

In the presence of:

Signature of Witness: What Bass

Address:

1 MILL CLOSE INSKIP PRESTON

PRY OTW

### 12.5 Restrictions on the Borrower

The Borrower may not assign or transfer any of its rights and/or obligations under this letter.

# 12.6 Successors etc

This letter shall be binding on and inure to the benefit of the Scheme and the Trustees of the Scheme from time to time and the Borrower and their respective successors and permitted assigns and references in this letter to any of them shall be construed accordingly.

# 12.7 Governing law

-This letter shall be governed by English law. ----

## 12.8 Third Parties

A person who is not a party to this letter has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this letter.

If you are in agreement with the above terms and conditions, please sign and return the enclosed copy of this letter.

Yours faithfully

Graham Kirby

R Kirby & Sons Ltd SSAS

We refer to your letter dated 18<sup>th</sup> December 2018 (of which the above is a copy) and confirm that the Borrower accepts and agrees to be bound by the terms and conditions thereof.

Director

For and on behalf of R Kirby & Sons Limited
Dated 2018

# **Executed and Delivered** as a **Deed** by

Graham Kirby in the presence of:
Signature of Witness:
Signature of Witness: MRANS  Full Name: JENNIFER BASS
Address: 1 MILL CLOSE
PRESTON PRY 07W  Executed and Delivered as a Deed by
Thomasine Kirby in the presence of:
Signature of Witness:
Full Name: JENNIFER BASS
Address: 1 MILL CLOSE
PRESTON PRESTON