

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

☒ **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

This form must be delivered to the Registrar for registration
21 days beginning with the day after the date of creation
delivered outside of the 21 days it will be rejected unless a
court order extending the time for delivery



You must enclose a certified copy of the instrument with this form
scanned and placed on the public record Do not send the original

WEDNESDAY



A10 *A3BRWDVU* #234
09/07/2014
COMPANIES HOUSE

1 Company details

Company number 0 1 0 1 1 6 7 4 ✓

Company name in full SUFFOLK LIFE ANNUITIES LIMITED ✓

1336 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 0 1 0 7 2 0 1 4 ✓

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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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

Brief description

By way of legal mortgage all interest in 30 Bolton Road, Aspull, Wigan WN2 1YY and the freehold land being 16 to 30 (even) Bolton Road, Aspull, Wigan Land Registry T/Nos GM166572 and GM381516

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 ¹

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

☐

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

9

Signature

Please sign the form here

Signature

signature

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

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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 **GARY SHEPHERD**

Company name **ALKER BALL HEALDS**

Address **29-33 KING STREET**

Post town **WIGAN**

County/Region **GTR MANCHESTER**

Postcode **W N 1 1 E G**

Country **ENGLAND**

DX **19315 WIGAN**

Telephone **01942 246241**

**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 or email 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



FILE COPY

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CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1011674

Charge code: 0101 1674 1336

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st July 2014 and created by SUFFOLK LIFE ANNUITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th July 2014.

Given at Companies House, Cardiff on 17th July 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

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

Owner: Suffolk Life Annuities Limited Registered No: 1011674

Bank: The Royal Bank of Scotland plc

Property: 30 Bolton Road, Aspull, Wigan WN2 1YY and the freehold land being 30 Bolton Road, Aspull, Wigan WN2 1YY (Land Registry Title No QM1665724)

References to Property include any part of it and the other assets charged by Clause 2

Date 01 07 2014
D D M M Y Y

You must date
the document

1. Owner's Obligations

The Owner will pay to the Bank on demand all the Owner's Obligations. The Owner's Obligations are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include

- 1.1 Interest at the rate charged by the Bank, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, quarterly on the days selected by the Bank
- 1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Property or in taking, perfecting, protecting, enforcing or exercising any power under this deed

2. Charge

The Owner, as a continuing security for the payment on demand of the Owner's Obligations and with full title guarantee

2.1 charges to the Bank all legal interest in the Property, by way of legal mortgage

- 2.2 gives to the Bank a fixed charge over any of the following property of the Owner, whether owned now or in the future

2.2.1 any other interest in the Property.

2.2.2 all rents receivable from any lease granted of the Property

2.2.3 all the goodwill of the Owner's business carried on at the Property

2.2.4 the proceeds of any insurance affecting the Property

2.2.5 all fixtures and fittings not forming part of the Property.

2.2.6 all plant and machinery at the Property, including any associated warranties and maintenance contracts

2.2.7 all furniture, furnishings, equipment, tools and other goods kept at the Property, that are not regularly disposed of in the ordinary course of business

3. Restrictions

The Owner will not, without the Bank's consent

I hereby certify that this
is a true copy of the original.

J. Wynne
For Aker Ball Healds,
Solicitors, 29-33 King Street,
Wigan, WN1 1EG

Ref: MD1188M

- 8.1.1 carry on the Owner's business that is conducted at the Property.
- 8.1.2 enter, take possession of, and/or generally manage the Property
- 8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property
- 8.1.4 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Bank or a receiver under this power.
- 8.1.5 sell, lease, surrender or accept surrenders of leases, charge or deal with the Property without restriction, including disposing of any fixtures separately
- 8.1.6 complete any transactions by executing any deeds or documents in the name of the Owner
- 8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise.
- 8.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this
- 8.1.9 employ advisers, consultants, managers, agents, workmen and others
- 8.1.10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies
- 8.1.11 do any acts which the Bank or a receiver considers to be incidental or beneficial to the exercise of their powers

8.2 A receiver may borrow and secure the repayment of any money, in priority to the Owner's Obligations

8.3 Joint receivers may exercise their powers jointly or separately

8.4 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.

8.5 The Bank may exercise any of its powers even if a receiver has been appointed.

8.6 The Bank may set off any amount due from the Owner against any amount owed by the Bank to the Owner. The Bank may exercise this right, without prior notice, both before and after demand. For this purpose, the Bank may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

8.7 Any credit balance with the Bank will not be repayable, or capable of being disposed of, charged or dealt with by the Owner, until the Owner's Obligations, both before and after demand, have been paid in full. The Bank allowing the Owner to make withdrawals will not waive this restriction

9. Application of Payments

9.1 The Bank may apply any payments received for the Owner to reduce any of the Owner's Obligations, as the Bank decides

9.2 If the Bank receives notice of any charge or other interest affecting the Property, the Bank may suspend the operation of the Owner's account(s) and open a new account or accounts. Regardless of whether the Bank suspends the account(s), any payments received by the Bank for the Owner after the date of that notice will be applied first to repay the Owner's Obligations arising after that date

10. Preservation of Other Security and Rights and Further Assurance

10.1 This deed is in addition to any other security or guarantee for the Owner's Obligations held by the Bank now or in the future. The Bank may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or guarantee or any of the Bank's other rights

10.2 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under this deed

If there is only one signature, which must be that of a Director/Member, a witness is required

Signed by the Director/Member in the presence of

Witness' signature	<hr/>
Witness' name in full	<hr/>
Address	<hr/>
Occupation	<hr/>