712433/10

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 s
Please go to www companiesh

✓ **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 i instrument Use form MR08

TUESDAY

R28VJF4R
RCS 21/05/2013 #164
COMPANIES HOUSE
A28VI8NF
A05 21/05/2013 #162
COMPANIES HOUSE
A28B1UWB
A13 13/05/2013 #158
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration withi 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 accompani 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

1 Company details

For official use 1 2 6 B

Company number 1 0 1 1 6 7 4

Company name in full Suffolk Life Annuities Limited

→ **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 d 0 d 8 m 0 m 5 y 2 y 0 y 1 y 3

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 BRIAN TURNBULL JULIUS STEVENS

Name DAVID ANDREW GRAY

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

4 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 at East Cote Muggleswick
Consett Co Durham DH8 9NJ

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**

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

☑ **Yes**

☐ **No**

8 Trustee statement ❶

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

☑

❶ 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

Signed for and on behalf of Suffolk Life Annuities Limited

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: C.K. Robinson
Company name: Hodgson + Angus
Address: 62 Front Street
Stanhope
Post town: Bishop Auckland
County/Region: Durham
Postcode: DL13 2UD
Country: UK.
DX:
Telephone: 01388 528517

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

This form has been provided free of charge by Companies House

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

MR01 - continuation page

Particulars of a charge

4 **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.

Description

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1011674

Charge code: 0101 1674 1264

The Registrar of Companies for England and Wales hereby certifies that a charge dated 8th May 2013 and created by SUFFOLK LIFE ANNUITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 21st May 2013

Given at Companies House, Cardiff on 23rd May 2013

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

We hereby certify this is a true copy of the Charge dated 8th May 2013 made between Suffolk Life Annuities (1) Brian Turnbull Julius Stevens + David Andrew Gray (2)
Hodgson + Angus

CHARGE OF WHOLE

THIS DEED OF CHARGE dated 8th May 2013

BETWEEN

(1) **Suffolk Life Annuities Limited** (company number 1203396) of 153 Princes Street Ipswich Suffolk IP1 1QJ (**'the Chargor'**)

(2) **Brian Turnbull Julius Stevens** and **David Andrew Gray** as trustees of the Lord Durham's 1989 Voluntary Settlement care of Lambton Estate Office, Lambton Park, Chester-le-Street, County Durham, DH43 4PQ (**'the Chargee'**)

1 **Definitions**

1 1 **'Current Value'** the Market Value of the Property on the basis that

(i) it is not lawful to change the state or use of the same

(ii) any unlawful development (which shall have the meaning given to it by S 55 Town and Country Planning Act 1990) is ignored and

(iii) on the assumption (whether it is actually the case) that the Property is free from encumbrances

1 2 **'Deed of Overage'** the Deed of Overage dated 5th March 2013 made between the Chargee (1) and the Chargor (2)

1 3 **'Market Value'** the estimated amount for which the Property should exchange between a willing buyer and a willing seller in an arm's-length transaction after proper marketing wherein the parties had each acted knowledgeably, prudently and without compulsion, on the basis that

(a) it is assessed in accordance with Valuation Standard 3 2 of the seventh edition of the RICS Appraisal and Valuation Manual

(b) the Property has vacant possession and

(c) any damage to or destruction of the Property occurring after the date of this Deed is assumed to have been fully reinstated

1 4 **'Property'** the property as defined in the Deed of Overage being land at East Coke Muggleswick Consett Co Durham DH8 9NJ

2 **Background**

2 1 In the Deed of Overage the Chargor covenanted with the Chargee to pay to the Chargee in certain circumstances as provided in the Deed of Overage further sums (**'the Further Sums'**)

2 2 It was agreed that this Deed of Charge should be executed by the Chargor in order to secure payment to the Chargee of the Further Sums

2 3 Since the calculation of the Further Sums payment of which is to be secured by this Deed depends on events and acts to take place at some future uncertain occasion or occasions there is doubt whether such payments can be secured by a charge by way of legal mortgage

2 4 The parties intend that in so far as such payment can be secured by charge by way of legal mortgage it will so be secured under this Deed but that in so far as it cannot so be secured then it will be secured by the equitable charge provided in this Deed but not further or otherwise

3 **Covenant to pay**

In pursuance and in consideration of the agreement mentioned above the Chargor [jointly and severally] covenants with the Chargee to pay to the Chargee all the Further Sums to which the Chargee will be entitled under the terms of the Deed of Overage

4 **Charge of the Property**

In further pursuance and in consideration of the agreement the Chargor with full title guarantee charges by way of legal mortgage the Property with the payment to the Chargee of the Further Sums

5 **Equitable charge of the Property**

In further pursuance and in consideration of the agreement but to the intent recited above the Chargor with full title guarantee hereby charges in equity the Property with the payment to the Chargee of the Further Sums

6 **Declaration of trust in respect of the Property**

So far as the Property is hereby charged in equity and not by way of legal mortgage but not further or otherwise the Chargor declares that it holds the Property on trust for the Chargee to have such powers of sale as the Chargee would have under the charge by way of legal mortgage if it were valid and effective and the Chargee has full power to appoint itself and any

other person or persons trustee or trustees in place of the Chargor in respect of that trust but subject thereto the Chargor will hold the Property in trust for itself absolutely and beneficially

7 **Prior charge of the Property**

The owner for the time being of the Property shall be entitled to charge the Property to secure lending provided that

7 1 all of the Chargor's obligations contained in the Deed of Overage have been complied with as at the date of such charge

7 2 such lending (including interest and related costs) shall not exceed the sum which is 85% of the Current Value of the Property as at the date of such charge

7 3 the Chargee shall at the request of the owner for the time being of the Property execute a deed to postpone this Charge in favour of any such new charge subject to the owner for the time being of the Property indemnifying the Chargee in respect of any costs relating to such postponement

7 4 the Current Value shall be agreed between the parties but in the event of failure to agree within 21 days will be determined in accordance with clause 8 below

8 **Disputes**

8 1 Any party to this deed may refer any dispute or difference arising out of or concerning any matter or thing of whatever nature in connection with this Deed including any dispute as to valuation to the final decision of a person acting as an expert (who shall produce a reasoned decision) agreed between them or failing such an agreement appointed on the application of any party to the dispute or difference by the President or Vice-president for the time being of the Royal Institution of Chartered Surveyors which the valuer must (a) demonstrate local knowledge and (b) have at least 10 years experience of valuing development land

8 2 The fees and expenses of the expert including the costs of his appointment are to be in his award

8 3 If an expert appointed by the President or Vice-president of the Royal Institution of Chartered Surveyors dies or unduly delays or becomes incapable of acting or for any other reason fails to make an award then either party to the dispute or difference may apply to the President or Vice-president to discharge the expert and appoint another in his place If the President or Vice-president so decides he may discharge the expert and appointment another in his place and these provisions are to apply The procedure is to be repeated as many times as are necessary until there is an award or determination of the dispute or difference

9 **Restriction**

The Chargor agrees to apply to the Land Registry to enter a restriction on the registered title of the Property in the following form

'No charge of the registered estate by the proprietor of the registered estate is to be registered without a certificate signed by the Chargee or their conveyancer that the provisions of this Charge and the Deed of Overage dated 5 March 2013 made between Alan Bean (1) David Andrew Gray and Brian Turnbull Julius Stevens (2) have been complied with'

10 **Discharge**

The Chargee will discharge this Charge on 4 March 2038 at the Chargor's cost

11 **Liability**

The parties agree that notwithstanding any provisions to the contrary herein the liability of the Chargor when it is Suffolk Life Annuities Limited SLA Property Company Limited and any associated companies and referred to as Suffolk Life shall be limited to the net value of the assets held by Suffolk Life on behalf of Plan Numbers 712119, 712124, 712120, 712122 (or any other plan or plans which may become entitled to the property subject to this clause) at the point in time any claim is made

Signed as a deed and delivered by)
Brian Turnbull Julius Stevens)
in the presence of)

Witness

Signature

Name FIONA ANDERSON

Address 16 OLD BAILEY
LONDON
EC4M 7EG

Occupation SECRETARY

Signed as a deed and delivered by)
David Andrew Gray)
in the presence of)

Witness

Signature

Name MATTHEW WOODS

Address 16 OLD BAILEY
LONDON
EC4M 7EG

Occupation SOLICITOR

Suffolk Life Annuities Limited)

Director

Director/Secretary