

MR01

Particulars of a charge



Companies House

103709/13.

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
an instrument. Use form MR08

WEDNESDAY



A18

A2KKOCGX

06/11/2013

#93

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 1 0 1 1 6 7 4
Company name in full SUFFOLK LIFE ANNUITIES LIMITED

1 3 0 3

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 0 1 1 1 2 0 1 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 TUNGSTEN PROPERTIES LIMITED

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

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	ALL THAT FREEHOLD PROPERTY KNOWN AS UNIT 1 LAKESIDE COURT, TUNGSTEN PARK, COVENTRY ROAD, HINCKLEY, LEICESTERSHIRE LE10 3BF MORE PARTICULARLY DESCRIBED IN A TRANSFER DATED 29TH OCTOBER 2013.		
5	Fixed charge or fixed security	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
7	Negative Pledge	<p>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</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	

MR01
Particulars of a charge

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

X

JS

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 **M GOODMAN**

Company name **GS SOLICITORS**

Address

Post town

County/Region

Postcode

Country

DX **716425 HINCKLEY**

Telephone **01455 618763**

**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

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1011674

Charge code 0101 1674 1303

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2013 and created by SUFFOLK LIFE ANNUITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th November 2013.

DT

Given at Companies House, Cardiff on 13th November 2013



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATED

1st November

2013

SUFFOLK LIFE ANNUITIES LIMITED

- to -

TUNGSTEN PROPERTIES LIMITED

LEGAL CHARGE

- on the security of -

UNIT 1 LAKESIDE COURT
TUNGSTEN PARK
COVENTRY ROAD
HINCKLEY
LE10 3BF



23 Station Road
HINCKLEY
Leicester
LE10 1AW

MTG/ALB/TUNGSTEN

THIS LEGAL CHARGE is made

1st November

2013

BETWEEN **SUFFOLK LIFE ANNUITIES LIMITED** (Co No 1011674) registered office 153 Princes Street Ipswich IP1 1QJ (hereinafter called "the Mortgagor") of the one part and **TUNGSTEN PROPERTIES LIMITED** (Company Number 05595355) whose registered office is situate at 5 Armston Road Quorn Loughborough Leicestershire LE12 8QP (hereinafter called "the Lender") of the other part

WITNESSETH as follows -

- 1 This Charge shall be security for the payment and discharge of the Secured Liabilities
- 2 "Secured Liabilities" means all monies obligations and liabilities whether for principal interest or otherwise which may now or at any time in the future be due owing or incurred by the Mortgagor to the Lender pursuant to the provisions of a Development Agreement dated 1st November 2013 and made between the Mortgagor (1) and the Lender (2)
- 3 The Mortgagor with Full Title Guarantee **HEREBY CHARGE** by way of legal mortgage the property being Unit 1 Lakeside Court, Tungsten Park, Coventry Road, Hinckley, Leics LE10 3BF ("the Property") comprised in a transfer dated 29th October 2013 and made between the Lender (1) and the Mortgagor (2) (with the intent that the security hereby constituted shall extend to and include the Mortgagor's beneficial interest in the Property or in the proceeds of sale thereof) with the payment and discharge to the Lender of the Secured Liabilities
- 4 This Charge shall become enforceable if any of the Secured Liabilities shall not be paid or discharged when the same ought to be paid and discharged ("the Due Date") **AND** upon written notice thereof being given to the Mortgagor by the Lender that the Secured Liabilities have not been paid on the Due Date and at any time thereafter (whether or not any of the above events is continuing) the powers of sale and of appointing a receiver conferred by Section 101 of the Law of Property Act 1925 shall immediately arise and become exercisable by the Lender free from the restrictions contained in Sections 103 and 109 of that Act

5 A receiver appointed by the Lender under this Charge shall be the agent of the Mortgagor and the Mortgagor shall be solely responsible for his acts and remuneration as well as for any defaults committed by him and further the receiver shall in addition to the powers conferred on him by the Law of Property Act 1925 have power (if the Lender so directs)

To sell the Property in such manner and generally upon such terms and conditions as he thinks fit and to convey the same in the name and on behalf of the Mortgagor

AND the receiver shall apply all moneys received by him (other than insurance moneys) Firstly in discharge of all rents taxes rates and outgoings whatever affecting the Property Secondly in keeping down all annual sums or other payments and the interest on all principal sums (if any) having priority to the Secured Liabilities secured by this Charge and Thirdly in paying his remuneration and discharging all costs charges and expenses incurred by him and shall pay the balance of such moneys to the Lender to the intent that the provisions of Section 109(8) of the Law of Property Act 1925 shall be varied accordingly

6 The Mortgagor **HEREBY IRREVOCABLY APPOINTS** each and every receiver appointed by the Lender under the provisions of this Charge the Attorney of the Mortgagor but only in relation to this charge and the Secured Liabilities and in the name and on behalf of the Mortgagor and as the Mortgagor's act and deed or otherwise to seal and deliver and otherwise perfect any deed assurance agreement instrument or act which such receiver may consider expedient in the exercise of any of his powers under this Charge

7 This Charge and the security hereby created shall be a continuing security and shall remain in full force and effect until discharged by the Mortgagor

9 1 Any demand or notice under this Charge may be made or given by the Lender by letter addressed to the Mortgagor and delivered to the Mortgagor or sent by first class post to the registered office of the Mortgagor and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted and shall be effective notwithstanding that it be undelivered or be returned undelivered and where there are two or more persons comprised in the expression "the Mortgagor" a demand or notice may be made or given to the Mortgagor by making or giving the same to the person first named above

9 2 Any notice or letter sent by the Mortgagor to the Lender shall be sent (or hand delivered) to the Lenders' address as herein stated (or to any subsequent address notified by the Lender to

the Mortgagor and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted and shall be effective notwithstanding that it be undelivered or be returned undelivered and where there are two or more persons comprised in the expression "the Lenders" a demand or notice may be made or given to the Lender by making or giving the same to the person first named above

10 1 Where the context so admits -

10 1 1 The expression "the Mortgagor" shall include any person from time to time deriving title under the Mortgagor and the expression "the Lender" shall include its successors and assigns

10 1 2 Any reference herein to a person shall include a body corporate

10 1 3 Any reference herein to any statute or any section of any statute shall be deemed to include reference to any statutory modification or re-enactment thereof for the time being in force

10 1 4 References to the singular shall include the plural and vice versa and the use of the male pronoun shall include the female

10 2 Where there are two or more persons comprised in the expression "the Mortgagor" the covenants expressed to be made and the security given by the Mortgagor shall be deemed to be made and given by such persons jointly and severally but notices to be given by the Mortgagor may be given by any one such person and if so given shall be effective as if given by each such person

11 The parties agree that notwithstanding any provision to the contrary herein the liability of the Mortgagor (here meaning 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 737762 and 737761 (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

IN WITNESS whereof this Legal Charge has been duly executed by the Mortgagor as a deed the day and year first before written

Executed by **SUFFOLK LIFE ANNUITIES LIMITED**
Acting by two directors)




Director



Director

Executed by **TUNGSTEN PROPERTIES**)
LIMITED acting by one Director)
in the presence of -)

Director

Witness

Sign

Name

Address

Occupation