

MR01

Particulars of a charge

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A fee is payable with this form.  
Please see 'How to pay' on the  
last page

You can use the WebFil  
Please go to www.companieshouse.gov.uk



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08/08/2013

#221

COMPANIES HOUSE

☒ 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 the  
instrument Use form MR01

THURSDAY

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 01011674

Company name in full Suffolk Life Annuities Limited

1276 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 02/08/2013

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 Santander UK 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

# 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

Please see attached Schedule

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

# 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

1. By way of first fixed charge by way of legal mortgage, all rights, title, estate and other interests of the Company in the freehold property known as Bunny Run Childcare Centre, The Drive, Hellingly, East Sussex, BN27 4EP being the land comprised in a transfer dated 2 August 2013 and made between (1) Sussex Partnership National Health Service Foundation Trust and (2) Suffolk Life Annuities Limited and being registered at HM Land Registry with Title Number TBA including all rights attached or appurte all buildings, erections, fixtures and fittings (including trade fixtures and fittings but excluding, in the case of leasehold property, landlords fixtures), fixed plant and machinery from time to time on it and any insurance and any proceeds of sale or other realisation thereof

2 By way of first fixed charge:

2.1 all benefits, claims and returns of premiums in respect of all contracts and policies of insurance of whatever nature in connection with the Property which are from time to time taken out by or with the authority or on behalf or for the benefit of the Company or (to the extent of such interest) in which the Company has an interest; and  
2.2 in so far as the legal mortgage referred to in 1 above or the assignments referred to in 3 below are for any reason ineffective as a legal mortgage or assignments (as the case may be) all of the assets, properties, revenues and rights of the Company referred to in those paragraphs.

3. By way of first priority assignment, all rights, title, estate and other interests of the Company in:

3.1 the gross rents, licence fees and other monies receivable now or hereafter at any time by the Company in respect of or arising out of any lease of the Property referred to in 1 or 2.1 above or any agreement for lease or otherwise derived by the Company from such property or otherwise paid to or received by the Company in respect of such property and the benefit of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Property,

3.2 the benefit of all guarantees, warranties and representations given or made by any rights or remedies against all or any professional advisors now or at any time engaged by the Company in relation to any of the Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other

items now or from time to time in the buildings erected or to be erected on any such property and any other person, firm or company now or from time to time under contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons, and

3 3 the benefit of all present and future agreements, contracts, options, or undertakings for or in relation to the creation of any estate, interest or right in or over the Property (in each case an "Agreement for Lease") all the proceeds of any claim, award or judgement arising out of any such Agreement for Lease and all sums paid or payable to the Company in respect of any such Agreement for Lease, and

3 4 the benefit of all covenants, agreements, rights and remedies relating to the Property

4 Under the Legal Charge the Company covenanted to procure that any monies received or receivable under any insurance will be held by the Company in trust for the Lender and will be applied in repairing, replacing, restoring or reinstating the assets charged by the Legal Charge destroyed or damaged on in the manner the Lender requires or, if the Lender so directs and the terms of the relevant insurances permit, in or towards satisfaction of the sums secured by the Legal Charge

Note Pursuant to the Charge the Company has covenanted that it will not, without the prior written consent of the Lender create or permit to subsist any Encumbrance or any right or option on the Property or any part thereof.

For the purposes of this form, "Encumbrance" means any mortgage, charge, pledge, lien (save a lien arising by operation of law in the ordinary course of business), assignment, hypothecation, security interest, preferential right or trust arrangement or other encumbrance, security agreement or arrangement of any kind or any right conferring a priority of payment

# MR01

## Particulars of a charge

8

### 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

emw

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  
Joanna Lacey

Company name  
EMW

Address  
Seebeck House

1 Seebeck Place

Knowlhill

Post town  
Milton Keynes

County/Region

Postcode  
M K 5 8 F R

Country

DX  
DX 151620 Milton Keynes 18

Telephone  
0845 074 2484



### 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: 1011674

Charge code: 0101 1674 1276

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd August 2013 and created by SUFFOLK LIFE ANNUITIES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th August 2013.

DX

Given at Companies House, Cardiff on 9th August 2013



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

## LEGAL CHARGE

This Legal Charge is made on the Date between the Mortgagor and Santander UK plc, having its registered office at 2 Triton Square, Regents Place London NW1 3AN, registered in England No 2294747 as trustee for the Group  
NOTE The Booklet referred to below is the Group Standard Security Conditions Booklet 2008 Edition

Date

2 August 2013

The Mortgagor

SUFFOLK LIFE ANNUITIES LIMITED (Company No 01011674) whose registered office is at 153 Princes Street, Ipswich, Suffolk, IP1 1QJ re Susan Oates (Ref No 738984)

[insert name address/ (if applicable) registered office and Company Number of the Company giving the Legal Charge]

The Property

Bunny Run Childcare Centre, The Drive, Hellingly, East Sussex, BN27 4EP being the land comprised in a transfer dated [2 August] 2013 and made between (1) Sussex Partnership National Health Service Foundation Trust and (2) Suffolk Life Annuities Limited

Freehold or Leasehold

Freehold

HMLR Title No

### THE SCHEDULE (prior charges if any)

Date

Mortgagee

Amount Secured

If you are the Mortgagor named above, for securing payment of the Secured Liabilities, you hereby.

1 with full title guarantee -

a charge the Property as legal owner by way of legal mortgage in favour of Santander UK plc subject to the Prior Charge(s) (if any),

b (subject to redemption) assign all the Related Rights to us,

1 agree that this Legal Charge is made for securing further advances and re-advances,

2 apply to the Chief Land Registrar for the following restriction to be entered in the proprietorship register of any registered land forming part of the Property "RESTRICTION 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 [Santander UK Plc] referred to in the Charges Register"

3 agree to and are bound by the Conditions in the Booklet except Sections 5, 7 and 8, and

4 acknowledge that you have received a copy of the Booklet and read its terms

SIGNED AS A DEED AND DELIVERED by the Mortgagor (where applicable) in the presence of the Witness(es)

Corporate  
Individual

SUFFOLK LIFE ANNUITIES LIMITED ACTING BY 2 DIRECTORS

Witnesses

Mortgagor(s)

(1)

X [Signature]

Signature

DOMINIC SAVAGE

Printed Name

(2)

X [Signature]  
Dominic Savage

Signature

Printed Name

(3)

Signature

Printed Name

Signature

Printed Name

Address

Occupation

Signature

Printed Name

Address

Occupation

Corporate

Mortgagor

The common seal of the Mortgagor was affixed to this Deed in the presence of

Director

Director/Secretary

or executed as a Deed by

We certify this to be  
a true copy of the original

EMW