

MR01

Particulars of a charge

SS2704/23
Oyez



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www.gov.uk/companieshouse

A fee is payable with this form
Please see 'How to pay' on the back

☒ **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.

FRIDAY



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A18

31/07/2020

#258

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. Do not send the original.

1 Company details

Company number 0 0 3 5 7 0 6 6

Company name in full W. L. COLLIER LIMITED

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 1 6 1 2 2 0 1 8

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 W. L. Collier Ltd. Directors and Executives

Retirement Benefits Scheme

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

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

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  X

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

DAH/RZM/WLC1/18

Company name

Kuit Steinart Levy LLP

Address

3 St Mary's Parsonage

Manchester

Post town

County/Region

Postcode

M 3 2 R D

Country

DX

DX 14325 Manchester

Telephone

0161 832 3434



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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse



BL-2020-MAN-000052

BL-2020-MAN-000052

IN THE HIGH COURT OF JUSTICE

BUSINESS AND PROPERTY COURTS IN MANCHESTER

INSOLVENCY AND COMPANIES LIST (ChD)

IN THE MATTER OF W.L. COLLER LIMITED (CRN: 00357066)

AND IN THE MATTER OF THE COMPANIES ACT 2006

BEFORE DISTRICT JUDGE OBODAI

15 JUNE 2020

B E T W E E N:-

W.L. COLLER LIMITED (CRN: 00357066)

Claimant

ORDER

UPON THE APPLICATION by CPR Part 8 Claim Form of the above-named W.L. Coller Limited (the "Company"), whose registered office is situate at Petersgate Mill, Unit 1-4 Holloway Drive, Wardley Industrial Estate, Worsley, Manchester, M28 2LA.

AND UPON considering the Court file.

AND UPON READING the Part 8 Claim Form and the witness statements of Mr Paul Hulbert Merry dated 1 June 2020 and 10 June 2020, and the documents exhibited thereto.

AND UPON THE COURT BEING SATISFIED that the omission to deliver to the Registrar of Companies pursuant to Section 859A(2) and (3) of the Companies Act 2006 a certified copy of the below-mentioned Debenture together with a Section 859D statement of particulars was due to inadvertence or accident; such omission was not of a nature to prejudice the shareholders or creditors of the Company; and that it is just and equitable for an extension of time to be granted.

IT IS ORDERED THAT:

1. Pursuant to Section 859F Companies Act 2006, the time for delivering to the Registrar of Companies for registration a certified copy of the Legal Charge dated on or around 16 December 2018, made between the Company of the one part and W.L. Coller Ltd Directors and Executives Retirement Benefit Scheme of the other part, whereby the Company charged its assets in respect of lending to it by W.L. Coller Ltd Directors and Executives Retirement Benefit Scheme under the same Loan Agreement, together with the relevant Section 859D statement of particulars be extended to 5pm on 31 July 2020.
2. The Claimant deliver an office copy of this Order to the Registrar of Companies.
3. This Order is without prejudice to the rights of any person acquired between the date of the above-mentioned Legal Charge and the date of its actual registration.
4. In the event that, as a result of Covid-19, the sealed copy of this order is not received by the Claimant's solicitors by 31 July 2020, then the Claimant may apply that the date above be extended accordingly, and any such application may be made on paper.



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 357066

Charge code: 0035 7066 0005

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th December 2018 and created by W.L. COLLER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 31st July 2020.

Given at Companies House, Cardiff on 6th August 2020

LONG-TERM LOAN AGREEMENT
FLOATING CHARGE

WE CERTIFY THIS TO BE
A TRUE COPY OF THE
ORIGINAL

Carlisle McLaughlin - Solicitor

KUIT STEINART LEVY LLP
SOLICITORS MANCHESTER
DATED: *31 July 2020*

DATED *16 December*20*18*

W L Coller Limited

.....
(Borrower)

- TO -

**W. L. Coller Ltd. Directors and Executives
Retirement Benefits Scheme**

.....
(Lender)

LEGAL CHARGE

THIS LEGAL CHARGE is made the day and year stated in Part A of the First Schedule hereto **BETWEEN** the parties named in Part B of the First Schedule hereto and hereinafter called as therein described.

WHEREAS:-

- (1) By a Trust Deed specified in Part C of the First Schedule hereto (hereinafter called "the Trust Deed") the Employer named in Part F of the First Schedule hereto (hereinafter called "the Employer") established a retirement benefits scheme to provide benefits on the death or retirement of directors and employees of the Employer and of any other associated employer admitted to participation in accordance with the Trust Deed.
- (2) By Clause 3.2 of the Rules attached to the Trust Deed (hereinafter called "the Rules") the Managing Trustees are empowered to make loans to the Borrower.
- (3) The Managing Trustees have agreed to advance to the Borrower the sum specified in Part D of the First Schedule hereto (hereinafter called "the Principal Money") upon having the repayment therefore with interest secured in manner hereinafter appearing.

NOW THIS DEED WITNESSETH as follows:-

1. IN consideration of the Principal Money paid by the Managing Trustees to the Borrower (the receipt whereof the Borrower hereby acknowledges) the Borrower **HEREBY COVENANTS** with the Managing Trustees that the Borrower will pay to the Managing Trustees the Principal Money on demand and until such demand and payment in accordance therewith the Borrower will (as well after as before any judgement) pay to the Managing Trustees interest and capital thereon as from the date hereof in the following* manner at the ruling rate stipulated under clause 10.

Commencement date of interest & capital payments -1 st May 2019.....
Frequency -6 Monthly.....
Total number of payments -10.....
Initial interest rate -5% per annum.....

2. FOR the consideration aforesaid the Borrower and Beneficial Owner **HEREBY CHARGES** by way of first floating charge all the undertaking and goodwill of the Borrower and all its property assets and rights whatsoever and wheresoever both present and future including its uncalled capital with the payment of the Managing Trustees in accordance with the covenants herein contained of the Principal Money interest and other money hereby covenanted to be paid by the Borrower.

The Borrower shall not have power to create any mortgage or charge ranking in priority to or equally with the floating charge herein contained.

3. IF the Borrower shall

- (a) on demand as aforesaid; or
- (b) without demand at any time after three months' previous notice in writing

pay to the Managing Trustees the Principal Money and all interest due thereon the Managing Trustees will at the request and cost of the Borrower duly discharge the security **AND FURTHER** the Borrower may at any time after such notice as aforesaid make payment on account of the

Principal Money hereby secured and upon such payment being made interest shall continue to be payable as aforesaid on the balance only of the Principal Money for the time being remaining outstanding on this security.

4. (1) AT any time after the date hereof the Managing Trustees may on giving to the Borrower not less than 30 days' notice in writing make demand and call in the Principal Money hereby secured or the balance thereof then outstanding notwithstanding that the provisions of this security have been complied with in every respect by the Borrower.

(2) Notwithstanding anything hereinbefore contained the Principal Money hereby secured or the balance thereof then outstanding shall become immediately due and repayable by the Borrower:-

- (i) if some interest due hereunder is unpaid for two months; or
- (ii) if the Borrower fails to observe any of the Borrower's obligations hereunder other than in regard to the payment of money or is otherwise in breach of the conditions of this Agreement; or
- (iii) if an order is made or an effective resolution is passed for the winding-up of the Borrower otherwise than for the purpose of reconstruction or amalgamation ; or
- (iv) if the Borrower is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (or any statutory replacement or amendment thereof); or
- (v) if an incumbrancer takes possession or a receiver is appointed of any part of the assets of the Borrower; or
- (vi) if the Borrower sells or otherwise disposes of the whole or a substantial part of its undertaking or its assets otherwise than with the previous consent in writing of the Managing Trustees; or
- (vii) if the Principal Money or the balance thereof then outstanding is required to secure any benefits under the Trust Deed; or
- (viii) if any judgement against the Borrower remains unpaid for more than seven days after the date thereof; or
- (ix) if the Borrower ceases or threatens to cease to carry on the whole or a substantial part of its business;
- (x) if the Borrower otherwise becomes insolvent which for the purposes of this Agreement shall mean if-
 - (a) he has been adjudged bankrupt or has made a composition or arrangement with his creditors;
 - (b) he has died and his estate falls to be administered in accordance with an order under section 421 of the Insolvency act 1986 or Article 365 of the Insolvency (Northern Ireland) Order 1989 (or any statutory replacement or amendment thereof);
 - (c) where the Borrower is a company, a winding-up order or an administration order has been made with respect to it, or a resolution for voluntary winding-up has been passed with respect to it, or a receiver or manager of its undertaking has been duly appointed, or possession has been taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property of the company comprised in or subject to the charge , or a voluntary arrangement is approved under Part I of the Insolvency Act 1986 or Part II of the Insolvency (Northern Ireland) Order 1989 (or any statutory replacement or amendment thereof);

AND the happening of any of the aforementioned events shall be deemed to constitute a demand hereunder.

5. SUBJECT to the provisions of this security if no such demand or repayment as aforesaid has been made by the date first stated in Part E or the First Schedule hereto (hereinafter called "the Latest Repayment Date") then the Principal Money or the balance thereof then outstanding shall be repaid by the Borrower to the Managing Trustees on the Latest Repayment Date.
6. THE provisions of Section 103 of the Law of Property Act 1925 (or any statutory replacement or amendment thereof) shall not apply to this security and the same shall become immediately enforceable
 - (i) at any time after the Principal Money owing on this security or the balance thereof then outstanding shall have become payable in accordance with the provisions of Clause 4 (1) hereof; or
 - (ii) on the happening of any of the events specified in Clause 4 (2) hereof.
7. THE Borrower HEREBY COVENANTS with the Managing Trustees to perform and observe the provisions set forth in the Second Schedule hereto.
8. THE provisions set forth in the Third Schedule hereto shall be binding on the Borrower and the Managing Trustees and their assigns.
9. ANY notice or demand hereunder shall be deemed to have been sufficiently given by either party to the other if left at or sent by first-class prepaid letter post to the other at its address as appearing herein or such other address as such party shall have given for the purposes of this Clause and in the latter case such notice or demand shall be assumed to have reached the other on the first working day after the date of posting.
10. IN this legal charge where the context admits:
 - (i) "The Borrower" and "the Managing Trustees" include the persons deriving title under them;
 - (ii) "The Managing Trustees" mean the Managing Trustees for the time being of the Trust Deed;
 - (iii) "The ruling rate" of interest means the rate of interest from time to time equal to five per cent (5%) per annum fixed throughout the term of the loan, subject to the agreement of the HM Revenue & Customs Audit and Pension Scheme Services;
 - (iv) "Month" means calendar month;
 - (v) "The Trust Deed" means the Definitive Trust Deed;

All references to the masculine gender shall include the feminine unless the context implies or clearly indicates otherwise.

THE FIRST SCHEDULE above referred to:-

PART A	Date	<i>16 December 2018</i>	
PART B	Parties		
	The Borrower	W L Coller Limited	
	The Managing Trustees	Stuart Merry Paul Merry David Merry	Print names of Managing Trustees
	The Special Trustee :	Suntrust Limited	Suntrust Limited
PART C	The Trust Deed - dated	26/06/1981	
	Parties to the Trust Deed	(1) W L Coller Limited (2) Stuart Merry (3) Paul Merry (4) David Merry (5) Suntrust Limited	The parties are normally the Sponsoring Company, Managing Trustees & Suntrust Limited
PART D	The Principal Money	FIVE HUNDRED THOUSAND POUNDS £500,000	In words and figures.
PART E	The Latest Repayment Date or Term of Loan	5 YEARS	Maximum term 5 years
PART F	The Employer	W L Coller Limited	

THE SECOND SCHEDULE above referred to:-

- 1. The Borrower will carry on and conduct its business in a proper and efficient manner and will not make any substantial alteration in the nature thereof.**
- 2. The Borrower will keep all its property of an insurable nature insured to the full value thereof with a well established and reputable underwriters against loss or damage by such risks as the Managing Trustees may from time to time specify and produce the last receipts for all such insurances to the Managing Trustees for inspection on demand.**
- 3. The Borrower will give the Managing Trustees such information relating to its affairs business and assets as the Managing Trustees may from time to time require.**
- 4. The Managing Trustees may by notice in writing to the Borrower convert the said floating charge into a specific charge as regards any assets specified in the notice which the Managing Trustees shall consider to be in danger of being seized or sold under any form of distress or execution levied or threatened and may appoint a receiver thereof.**

THE THIRD SCHEDULE above referred to:-

1. The restriction on the right of consolidating mortgages imposed by Section 93 of the Law of Property Act 1925 (or any statutory replacement or amendment thereof) shall not apply to this security.
2. The Managing Trustees may by not less than one month's prior notice in writing increase the amount by which the ruling rate exceeds the base rate or other published rates as hereinbefore mentioned.
3. The powers and remedies conferred on mortgages by the Law of Property Act 1925 (or any statutory replacement or amendment thereof) shall apply to this security except as provided in Clause 5 hereof.
4. At any time after the Security has become enforceable the Managing Trustees may appoint a receiver of the property subject thereto upon such terms as to remuneration and otherwise as they shall think fit and may from time to time remove any such receiver and appoint another in his place; and such appointment or removal shall be in writing. A receiver so appointed shall be the Agent of the Borrower which shall be responsible for his acts and defaults and for his remuneration costs charges and expenses.
5. A receiver so appointed shall be a receiver and manager and entitled to exercise all the powers conferred on a receiver by the Law of Property Act 1925 (or any statutory replacement or amendment thereof) and by way of addition to and without limiting those powers such receiver shall have power
 - (1) to take possession of and get in the property hereby charged;
 - (2) to carry on or concur in carrying on the business of the Borrower and for this purpose to borrow money on security of the property subject to this security subject either in priority or subject to this security or on the security of any other property of the Borrower;
 - (3) to sell or concur in selling of any of the property hereby charged or otherwise deal therewith on such terms in the interest of the Managing Trustees as he shall think fit;
 - (4) to make any arrangement or compromise which he shall think expedient in the interests of the Managing Trustees;
 - (5) to make and effect all such repairs improvements and insurances as he shall think fit and renew such of the plant machinery and any other effects of the Borrower whatsoever as shall be worn out lost or otherwise become unserviceable;
 - (6) to appoint managers, accountants, servants, workmen and agents for the aforesaid purposes upon such terms as to remuneration or otherwise as he may determine;
 - (7) to do all such other acts and things as may be considered to be incidental or conducive to any of the matters and powers aforesaid which he may or can lawfully do as agent for the Borrower.

6. The net profits of carrying on the said business and the net proceeds of any sale by the receiver shall subject to any prior ranking claims thereon be applied by him as follows:-
- (1) in payment of all costs charges and expenses of and incidental to his or any other appointment of a receiver hereunder and the exercise by him or any other such receiver of all or any of the powers aforesaid including his remuneration or that of any other such receiver and all outgoings properly paid by him;
 - (2) in or towards payment to the Managing Trustees of all arrears of interest unpaid in respect hereof;
 - (3) in or towards payment to the Managing Trustees of all other monies due under this Legal Charge;
 - (4) in payment of any surplus to the Borrower;

PROVIDED THAT if the receiver shall be of the opinion that the security may prove deficient payments may be made on account of unpaid principal and any other monies before unpaid interest due under this Legal Charge but such alteration in the order of payment of principal and other monies and interest shall not prejudice the rights of the Managing Trustees to receive the full amount to which they would have been entitled if the primary order of payment had been observed or any less amount which sum ultimately realised may be sufficient to pay.

7. No person or persons dealing with the Managing Trustees or any receiver appointed by them shall be concerned to inquire whether any event has happened upon which any of the powers herein contained are or may be exercisable or otherwise as to the propriety or regularity of any exercise thereof or of any acts purporting or intended to be in exercise thereof or whether any monies remain owing upon security of this deed and all the protections to purchases contained in section 104 and 107 of the Law of Property Act 1925 (or any statutory replacement or amendment thereof) shall apply to any person purchasing from or dealing with the Managing Trustees or any such receiver.
8. Entry into possession of the property hereby secured or any part thereof shall not render the Managing Trustees or any such receiver liable to account as mortgagee in possession.
9. After the Principal Money hereby secured shall have become payable the Borrower shall do all such acts and things and shall execute all such assurances and instruments as any receiver appointed hereunder in the exercise of any of the powers hereby conferred upon him shall reasonably require and the Borrower irrevocably appoints any receiver appointed hereunder to be lawful attorney of the Borrower to do any act or thing and to execute any assurance or instrument in the exercise of the powers hereby conferred upon him or which the Borrower ought to do or execute hereunder and to exercise all the powers of the Borrower in carrying out or effecting any of the powers hereby conferred upon him.


IN WITNESS whereof the Borrower and the Managing Trustees have executed this Deed on the day and year stated in Part A of the First Schedule hereto and in the form and manner hereinafter appearing:

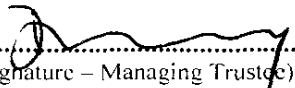
EXECUTED by/on behalf of the **BORROWER***
as a **Deed**:-

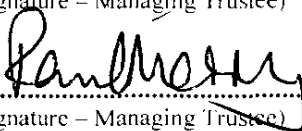

.....
(Director/Company Secretary)


.....
(Director/Company Secretary)

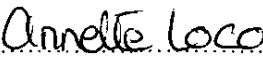
SIGNED and DELIVERED
as a **DEED** by
THE MANAGING TRUSTEES**



.....
(Signature – Managing Trustee)


.....
(Signature – Managing Trustee)



.....
(Signature – Managing Trustee)


in the presence of:-


.....
(witness signature)


.....
(witness name)

Signed for and on behalf of Suntrust Limited


.....
Authorised Signatory


.....
Authorised Signatory

* Please note: Either two directors or a director and the company secretary are required to sign unless the company articles of association permit alternatives.

** All Managing Trustees should sign

~~(Only to be completed following full repayment of the loan)~~