

MR01

Particulars of a charge



Companies House



Go online to file this information
www.gov.uk/companieshouse

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

☒ **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.gov.uk/companieshouse

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.
scanned and placed on the public record. **Do not send the original**

THURSDAY



S6ZBN1M1

SCT 08/02/2018 #182
COMPANIES HOUSE

1 Company details

Company number 0 1 2 3 8 9 2 3

Company name in full Gresham Pension Trustees Limited



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 6 0 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 Svenska Handelsbanken AB (publ)

Name

Name

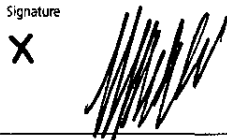
Name

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	
Brief description	<p>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.</p> <p>Unit 1, 31 Annan Road, Gretna, registered in the Land Register of Scotland under Title Number DMF19321 together with (one) the whole buildings and erections thereon (two) the fittings and fixtures therein and thereon (three) the parts, privileges and pertinents thereof (four) the whole rights common, mutual and exclusive effeiring thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto</p>	<p>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".</p> <p>Please limit the description to the available space.</p>
5	Other charge or fixed security	
	<p>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.</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 company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.</p> <p><input checked="" type="checkbox"/> Yes</p> <p><input type="checkbox"/> No</p>	
8	Trustee statement ¹	
	<p>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.</p> <p><input checked="" type="checkbox"/></p>	<p>¹ This statement may be filed after the registration of the charge (use form MR06).</p>
9	Signature	
Signature	<p>Please sign the form here.</p> <p>Signature </p> <p>This form must be signed by a person with an interest in the charge.</p>	<p>X</p>

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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 Sarah McNicol

Company name Curle Stewart Limited

Address 2nd Floor, 16 Gordon Street

Post town Glasgow

County/Region

Postcode

G 1 3 P T

Country Scotland

Dx GW519 Glasgow

Telephone 0141 227 6211



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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1238923

Charge code: 0123 8923 0083

The Registrar of Companies for England and Wales hereby certifies that a charge dated 6th February 2018 and created by GRESHAM PENSION TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th February 2018.

Given at Companies House, Cardiff on 13th February 2018



Companies House



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

Certified a true copy at Glasgow
on the 7th day of February 2018 by
Norman Graham-Hill, Solicitor, of Cuthbert Stewart
Solicitors, 10, Teakwood Street, Glasgow G1 3PT

TRUST STANDARD SECURITY

STANDARD SECURITY

by

- (1) **GRESHAM PENSION TRUSTEES LIMITED**, incorporated under the Companies Acts with Registered Number 01238923 and having their Registered Office at The St Botolph Building, 138 Houndsditch, London, EC3A 7AW and **PAUL PEARCE** of 35 Montclair Drive, Liverpool, Merseyside, L18 0HB as trustees of the Premier SIPP – Paul Pearce (**"the Chargor"**)

in favour of

- (2) **Svenska Handelsbanken AB (publ)**, a company incorporated in Sweden (with registered number in Sweden 502007-7862) and registered in the United Kingdom under branch registration number BR000589 and having a place of business in the United Kingdom at 4M Building, Malaga Avenue, Manchester Airport, Manchester M90 3RR (**"the Bank"**).

CONSIDERING THAT:-

- (i) the Bank has agreed or will agree to make certain facilities available to the Chargor;
- (ii) one of the conditions precedent to the availability of the aforementioned facilities is that the Chargor grants to the Bank this standard security.

NOW IT IS HEREBY AGREED AND DECLARED AS FOLLOWS:-

1 DEFINITIONS AND INTERPRETATION

1.1 In this Instrument:-

"Corporate Trustee" means the said Gresham Pension Trustees Limited;

"Person" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, trust, state or agency of a state (in each case whether or not having separate legal personality);

"Power of Attorney" means Power of Attorney dated 4 April 2017 by the Corporate Trustee;

"Secured Liabilities" means all present and future obligations and liabilities of the Chargor to the Bank, whether actual, contingent, sole, joint and/or several or otherwise, including, without prejudice to the foregoing generality, all obligations to indemnify the Bank;

"the Security Subjects" means ALL and WHOLE Unit 1, 31 Annan Road, Gretna being the subjects shown outlined in red on the plan annexed and signed as relative hereto, (in this disposition called the **"Property"**), and being the whole remaining subjects registered in the Land Register of Scotland under Title Number DMF19321 together with (One) the whole buildings and erections thereon (Two) the fittings and fixtures therein and thereon (Three) the parts, privileges and pertinents thereof (Four) the whole rights common, mutual and exclusive affecting thereto and (Five) the Chargor's whole right, title and interest, present and future, therein and thereto: and

"Trust" means Deed of Amendment (of the Old Scheme Rules as therein defined) by Gresham Pension Trustees Limited dated 26 August 2009.

- 1.2 The expressions **"the Corporate Trustee"**, **"the Chargor"** and **"the Bank"** shall include the permitted successors, assignees and transferees of the Corporate Trustee, the Chargor and the Bank.

2 RESTRICTED LIABILITY

The Bank shall not be entitled to recover from the Corporate Trustee or the Chargor any amount under this Standard Security in excess of the value of the assets of the Trust available to the chargors as Trustees of the Trust.

3 BOND

The Chargor undertakes to the Bank that it will pay or discharge to the Bank all the Secured Liabilities on demand in writing when the Secured Liabilities become due for payment or discharge (whether by acceleration or otherwise).

4 CHARGE

The Chargor hereby in security of the Secured Liabilities grants a standard security in favour of the Bank over the Security Subjects.

5 STANDARD CONDITIONS

The Standard Conditions specified in Schedule 3 to the Conveyancing and Feudal Reform (Scotland) Act 1970, and any lawful variation thereof operative for the time being, shall apply. And we agree that such Standard Conditions shall be varied to the effect that (a) the Chargor shall not create or agree to create any subsequent security over the Security Subjects or any part thereof except with the prior written consent of the Bank and (b) the insurance to be effected in terms of Standard Condition 5(a) shall note the interest of the Bank as secured lender and shall provide cover to the extent of the reinstatement value of the Security Subjects and not their open market value. Any monies received referable to any insurance in respect of the Security Subjects (whether effected by the Chargor or the Bank) shall be applied at the option of the Bank either in or toward making good the loss or damage in respect of which the moneys are received or in or towards payment of the Secured Liabilities and the Chargor shall hold the proceeds of any such insurance claim in trust for the Bank in such manner as the Bank may require.

6 NOTICE OF SUBSEQUENT CHARGE

If the Bank receives notice of any subsequent charge or other interest affecting all or any part of the Security Subjects the Bank may open a new account or accounts in the name of the Chargor and, if or insofar as the Bank does not open an new account or accounts, it shall nevertheless be treated as if it had done so at the time when it receives such notice and as and from that time all payments made by the Chargor to the Bank shall, notwithstanding any instructions by the Chargor to the contrary, be credited or treated as having been credited to the new account or accounts and shall not operate to reduce the amount due by the Chargor to the Bank at the time the notice was received.

7 APPLICATION OF ENFORCEMENT PROCEEDS

7.1 All monies received by the Bank under or by virtue of this Instrument following enforcement of the security hereby granted or of any security interest constituted pursuant hereto shall be applied, subject to the claims of any creditors ranking in priority to or *pari passu* with the claims of the Bank under this Instrument, in the following order:-

7.1.1 firstly, in or towards satisfaction of the Secured Liabilities in such order as the Bank shall in its absolute discretion decide; and

7.1.2 secondly, any surplus shall be paid to the Chargor or any other Person entitled thereto.

7.2 Nothing contained in this Instrument shall limit the right of the Bank (and the Chargor acknowledges that the Bank is so entitled) if and for so long as the Bank, in its discretion, shall consider it appropriate, to place all or any monies arising from the enforcement of the security interest hereby granted or any security created pursuant to this Instrument into a suspense account, without any obligation to apply the same or any part thereof in or towards the discharge of any of the Secured Liabilities.

7.3 Any amount received under this Instrument by the Bank in a currency other than that in which the Secured Liabilities are denominated and payable shall be converted by the Bank into the relevant currency at the Bank's spot rate of exchange from time to time.

8 GOVERNING LAW AND JURISDICTION

This Instrument shall be governed by, and construed in all respects in accordance with, the law of Scotland and, for the benefit of the Bank, the Chargor irrevocably submits to the non-exclusive jurisdiction of the Scottish Courts but without prejudice to the ability of the Bank to proceed against the Chargor in any other appropriate jurisdiction.

9 WARRANDICE AND CONSENT TO REGISTRATION

9.1 The Chargor hereby grants warrandice.

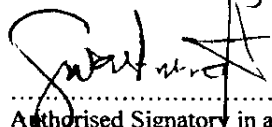
9.2 A certificate signed by any official, manager or equivalent account officer of the Bank shall, in the absence of manifest error, conclusively determine the Secured Liabilities at any relevant time and shall constitute a balance and charge against the Chargor, and no suspension of a charge or of a threatened charge for payment of the balance so constituted shall pass nor any sist of execution thereon be granted except on consignment. The Chargor hereby consents to the registration of this Instrument and of any such certificate for preservation and execution: IN WITNESS WHEREOF these presents consisting of this and the preceding page are executed as follows:-

THISS DEED consisting of this and the preceding two pages together with the Plan annexed hereto ARE SUBSCRIBED by Gresham Pension Trustees Limited as trustee for the Premier SIPP – Paul Pearce

At Cardiff
Signed as A Deed,

on 30 January 2018

by S D Washington
Print Full Name


.....
Authorised Signatory in accordance with the Power of Attorney

AS ATTORNEY FOR GRESHAM PENSION TRUSTEES LIMITED UNDER A POWER
OF ATTORNEY DATED 4 APRIL 2017

In the presence of this witness
Print Full Name here

S L Bodilly
.....
Witness signature

S L Bodilly

Witness Address

FITZALAN HOUSE,

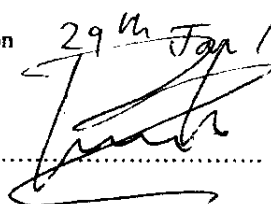
FITZALAN COURT

CARDIFF CF24 0EL

SUBSCRIBED by Paul Pearce as trustee for the Premier SIPP – Paul Pearce

At Corn Exchange, Liverpool on 29th Jan 18

Trustee


.....

In the presence of this witness
Print Full Name

Tommy Gibson


.....

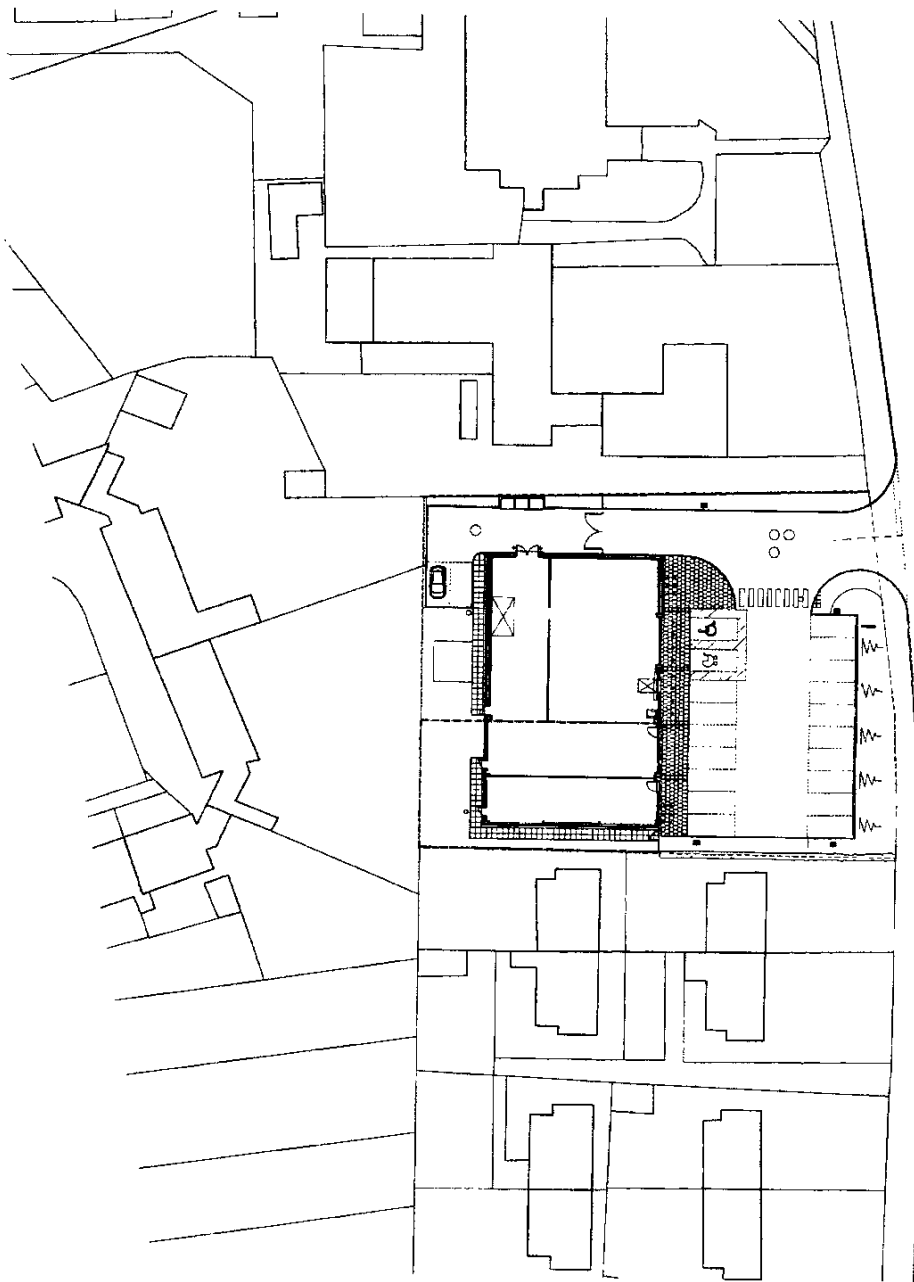
Witness Signature

Witness Address

40 MAIN ROAD

CIPESTER

CA4 9AJ



Notes
Do not scale from this drawing.
All dimensions to be checked on site prior to construction and any discrepancies reported to the Architect. Copyright Reserved

Dashed red line denotes extent of Unit 1 demise

Revisions
Client
Crucible (Gretna) Ltd.

Project Title
Proposed Retail Unit
Annan Road
Gretna

Drawing Title
Unit 1 Demise Plan

Scale	Size	Date	Drawn	CHK
1:500	A3	Jan 18	CL	CL

Crucible Ltd Architects Ltd
Crucible House
5th Floor
14-16 George Street
Edinburgh
EH2 4JH
Tel: 0131 240 4025
www.cruciblearchitects.co.uk



Project Number
15020
Drawing Number
(1) 03
Rev

Status

Swatkins
24/01/18
30/01/18