

090704/t23

In accordance with
Sections 859A &
859d of the Companies
Act 2006

MR01

Particulars of a charge

Oyez



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



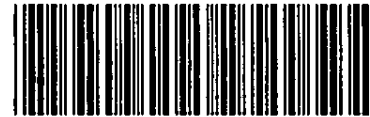
What this form is NOT for
You may not use this form to
register a charge where there is no
instrument. Use form M000

For further information, please
refer to our guidance at
www.gov.uk/companieshouse

This form **must be delivered to the Registrar for registration**
21 days beginning with the day after the date of creation of the
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**



A08 22/11/2016 #150
COMPANIES HOUSE

TUESDAY

1

Company details

Company number

0 1 9 6 4 9 0 2

Company name in full

JLT Pension Trustees Limited

For official use

60

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

d	1	d	0	m	1	m	1	y	2	y	0	y	1	y	6
---	---	---	---	---	---	---	---	---	---	---	---	---	---	---	---

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

MR01

Particulars of a charge

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

Legal Charge over freehold property known as 3 and 5a West Parade, Wakefield, WF1 1LT being the property registered at Land Registry under title number WYK433104

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 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



X

This form must be signed by a person with an interest in the charge

MR01

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
B Titterington (Ref: BT/ELE10/3)

Company name
Eaton Smith LLP

Address
14 High Street

Huddersfield

West Yorkshire

Post town

County/Region

Postcode
H D 1 2 H A

Country

DX
DX 721870 Huddersfield 10

Telephone
01484 821300



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: 1964902

Charge code: 0196 4902 0060

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th November 2016 and created by JLT PENSION TRUSTEES LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2016.

Given at Companies House, Cardiff on 28th November 2016



Companies House



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

THIS LEGAL CHARGE is made on 13th December 2016 BETWEEN:

- (1) **JLT Pension Trustees Limited** company number 01964902, **Marcus Dyson** of 40 Edge Road Dewsbury West Yorkshire WF12 0QD, **Gavin Dodds** of 1 Lawns View Normanton West Yorkshire WF6 2NW and **Gareth David Edwards** of 6 Hastings Court Normanton West Yorkshire WF6 2SH as the trustees for the time being of the Property (the "**Mortgagor**") and

- (2) **Svenska Handelsbanken AB (publ)** (the "**Bank**").

IT IS AGREED as follows

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed, unless the context otherwise requires

"**Authorisations**" means all authorisations, consents and permits issued by any governmental body agency, department or regulatory, self-regulatory or other authority including, without limitation, local and public authorities and statutory undertakings

"**Borrower**" means the trustees from time to time of the Trust

"**Charged Assets**" means all the undertaking, property and assets of the Mortgagor described in clause 3 1 (*Fixed charge*) including any part thereof and any interest therein

"**Collateral Instruments**" means instruments, guarantees, indemnities and other assurances against financial loss and any other documents which contain or evidence an obligation to pay or discharge any liabilities of any person

"**Corporate Trustee**" means **JLT Pension Trustees Limited** company number 01964902

"**Enforcement Date**" means the date on which the Bank demands the payment or discharge of all or any part of the Secured Liabilities or, if earlier, the date on which an application is made or other action is taken for the administration of the Mortgagor

"**Insurances**" means all contracts or policies of insurance in which the Mortgagor from time to time has an interest

"**Party**" means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees, whether immediate or derivative

"**Planning Acts**" means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning and Compensation Act 1991 and the Planning and Compulsory Purchase Act 2004, and any subordinate legislation made (before or after this Deed) under those statutes and any other statute governing or controlling the use or development of land and property

"**Property**" means the property known as 3 and 5a West Parade, Wakefield, WF1 1LT and registered at Land Registry under title number WYK433104

"**Receiver**" means any one or more receivers and/or managers appointed by the Bank pursuant to this Deed in respect of the Mortgagor or over all or any of the Charged Assets

"**Security Interest**" means any mortgage, charge, pledge, lien, hypothecation, assignment by way of security, right of set-off, trust arrangement for the purpose of providing security or any other encumbrance securing any obligation of any person or any other type of preferential arrangement (including, without limitation, title transfer and retention arrangements) having a similar effect

WE CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL HAVING
BEEN EXAMINED THEREWITH

Eaton Smith LLP 21/12/16
EATON SMITH LLP
SOLICITORS, HUDDERSFIELD

- 1 2 2 Clause and schedule headings are for ease of reference only
- 1 2 3 A reference in this Deed to any person includes that person's successors in title, whether immediate or derivative and (in the case of the Bank only) its permitted assignees and permitted transferees, whether immediate or derivative
- 1 2 4 If two or more persons are included in the definition "Borrower" then the use in this deed of the word "Borrower" shall be deemed to refer to such persons both together and separately and the Borrower's obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them
- 1 2 5 If two or more persons are included in the definition "Mortgagor" then the use in this deed of the word "Mortgagor" shall be deemed to refer to such persons both together and separately and the Mortgagor's obligations shall be their joint and several obligations

2 COVENANT TO PAY

2.1 Covenant

The Mortgagor covenants that it will on demand pay to the Bank all moneys and discharge all obligations and liabilities of the Borrower now or hereafter due, owing or incurred by it to the Bank when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are expressed or implied, present, future, actual or contingent, joint or several, incurred as principal or surety, originally owing to the Bank or purchased or otherwise acquired by it, denominated in sterling or in any other currency, or incurred on any banking account or in any other manner whatsoever

2.2 Certain liabilities

The liabilities referred to in clause 2 1 (*Covenant*) shall, without limitation, include

- 2 2 1 all liabilities under or in connection with foreign exchange transactions, interest rate swaps and hedging transactions and other arrangements entered into for the purpose of limiting exposure to fluctuations in interest or exchange rates,
- 2 2 2 all liabilities arising from the issue, acceptance, endorsement, confirmation or discount of any negotiable or non-negotiable instruments, documentary or other credits, bonds, guarantees, indemnities or other instruments of any kind,
- 2 2 3 interest (both before and after judgement) to date of payment at such rates and on such terms as may from time to time be agreed, commission, fees and other charges and all legal and other costs, charges and expenses on a full and unqualified indemnity basis which may be incurred by the Bank in relation to any such moneys, obligations or liabilities or generally in respect of the Borrower; and
- 2 2 4 all costs, charges, expenses and liabilities incurred as a result of or pursuant to the exercise of the rights and powers contained in this Deed

3 CHARGES

3.1 Fixed charge

The Mortgagor charges to the Bank with full title guarantee as a continuing security for the payment and discharge of the Secured Liabilities the following assets, both present and future

- 3 1 1 by way of legal mortgage the Property, and
- 3 1 2 by way of fixed charge
- (i) all plant and machinery owned by the Mortgagor and its interest in any plant and machinery in its possession located at the Property,

shall together with the plans and specifications be produced to the Bank for approval prior to the commencement of any works of development, and

- (ii) obtain such further insurance as shall be required and specified by the Bank

4.5 Repair

The Mortgagor will keep all its buildings, fixtures, fittings, plant and machinery (or procure that they are kept) in good repair and in good working order and condition (fair wear and tear excepted in the case of fixtures, plant and machinery) and fully protected against damage or deterioration and not commit any waste thereon or lessen the value thereof

4.6 Access

The Mortgagor will permit any person appointed by the Bank, without the Bank becoming liable to account as mortgagee in possession, (at reasonable times and on reasonable notice) to enter on and inspect the state of the Property and other premises (if any) on which the Mortgagor shall from time to time be carrying out any contract or other works

4.7 Notices

- 4 7 1 The Mortgagor will, within 5 Business Days of receipt, give full particulars to the Bank of any notice, order, direction, designation, resolution or proposal having specific application to the Property or to the area in which it is situate, given or made by any planning authority or other public body or authority whatever or in pursuance of the powers conferred by any other statute
- 4 7 2 The Mortgagor will, if requested by the Bank, without delay and at its own cost take all reasonable or necessary steps to comply with any such notice or order
- 4 7 3 The Mortgagor will further, if requested by the Bank, but at its own cost, make or join with the Bank in making such objections or representations against or in respect of any proposal for such a notice or order as the Bank shall reasonably deem expedient
- 4 7 4 Any compensation received by the Mortgagor as a result of any notice or order shall be applied in repayment of the Secured Liabilities

4.8 Planning Acts

The Mortgagor will

- 4 8 1 not do or knowingly omit or knowingly suffer to be done or omitted any act, matter or thing in, on or in respect of the Property required to be done or omitted by the Planning Acts or which shall contravene the provisions of the Planning Acts, and
- 4 8 2 indemnify and keep indemnified the Bank against all actions, proceedings, costs, expenses, claims and demands whatsoever in respect of any such act, matter or thing so contravening the provisions of the Planning Acts

4.9 Land Registration Acts

- 4 9 1 The Mortgagor will not, without the prior written consent of the Bank
 - (i) permit any person to be registered as proprietor under the Land Registration Acts of the Property,
 - (ii) create or knowingly permit to arise or subsist any overriding interest affecting the Property within the definition in the Land Registration Acts, or
 - (iii) permit any person to become entitled to any proprietary right or interest which might reasonably be expected adversely to affect the value of the Property or any other Charged Asset thereon

4.13 Leasehold Property

If the Property is leasehold, the Mortgagor undertakes to comply with the terms of the lease and immediately inform the Bank if any notice is received from the lessor relating to any actual or suggested breach of the lease or threatening action or proceedings for possession or to forfeit the lease

5 FURTHER ASSURANCE

5.1 Further assurance

The Mortgagor shall, if and when required by the Bank

- 5 1 1 execute such further Security Interests and assurances in favour of the Bank and do all such acts and things as the Bank shall from time to time require over or in relation to all or any of the Charged Assets to secure the Secured Liabilities or to perfect or protect the security intended to be created by this Deed over the Charged Assets or any part thereof or to facilitate the realisation of the same, and
- 5 1 2 affix to such items of the Charged Assets or endorse or cause to be endorsed thereon as the Bank shall stipulate such labels, signs, memoranda or other recognisable identification markings as the Bank shall require referring or drawing attention to the security constituted by or pursuant to this Deed

6 POWERS OF THE BANK

6.1 Powers on enforcement

At any time on or after the Enforcement Date, or if requested by the Mortgagor, the Bank may, without further notice and whether or not a Receiver shall have been appointed, exercise all the powers conferred on mortgagees by the Law of Property Act 1925, as varied or extended by this Deed, and all the powers and discretions conferred by this Deed on a Receiver either expressly or by reference

6.2 Subsequent Security Interests

- 6 2 1 If the Bank receives notice of any subsequent Security Interest affecting the Charged Assets or any part thereof, the Bank may open a new account for the Borrower
- 6 2 2 If it does not open a new account then, unless the Bank gives express written notice to the contrary to the Borrower, it shall nevertheless be treated as if it had opened a new account at the time when it received such notice and as from that time all payments made by or on behalf of the Borrower to the Bank shall be credited or be treated as having been credited to the new account and shall not operate to reduce the Secured Liabilities at the time when it received such notice

6.3 Statutory power of leasing

The Bank shall have the power to lease and make agreements for leases at a premium or otherwise, to accept surrenders of leases and to grant options on such terms as the Bank shall consider expedient and without the need to observe any of the provisions of sections 99 and 100 of the Law of Property Act 1925

6.4 Contingencies

- 6 4 1 If the Bank enforces the security constituted by this Deed at a time when no amount in respect of the Secured Liabilities is due and payable, the Bank (or the Receiver) may pay the proceeds of any recoveries effected by it into a suspense account
- 6 4 2 The Bank may (subject to the payment of any claims having priority to this security) withdraw amounts standing to the credit of such account for application as follows
 - (i) paying all costs, charges and expenses incurred and payments made by the Bank (or the Receiver) in the course of such enforcement,
 - (ii) paying remuneration to the Receiver as and when the same becomes due and payable, and

- 7 3 7 promote the formation of companies with a view to the same becoming a Subsidiary of the Mortgagor and purchasing, leasing, licensing or otherwise acquiring interests in all or any of the Charged Assets or otherwise, arrange for such companies to trade or cease to trade and to purchase, lease, license or otherwise acquire all or any of the Charged Assets on such terms and conditions as he may think fit, and/or
- 7 3 8 make any arrangement or compromise or enter into, or cancel, any contracts which he shall think expedient, and/or
- 7 3 9 make and effect such repairs, renewals and improvements to the Charged Assets or any part thereof as he may think fit and maintain, renew, take out or increase insurances, and/or
- 7 3 10 appoint managers, agents, officers and employees for any of the purposes referred to in this clause 7 3, and/or
- 7 3 11 make calls conditionally, or unconditionally, on the members of the Mortgagor in respect of uncalled capital, and/or
- 7 3 12 institute, continue, enforce, defend, settle or discontinue any actions, suits or proceedings in relation to the Charged Assets or any part thereof or submit to arbitration as he may think fit, and/or
- 7 3 13 delegate his powers in accordance with clause 10 (*Delegation*), and/or
- 7 3 14 sign any document, execute any deed and do all such other acts and things as may be considered by him to be incidental or conducive to any of the matters or powers referred to in this clause 7 3 or to the realisation of the security created by or pursuant to this Deed and to use the name of the Mortgagor for all the purposes referred to in this clause 7 3

7.4 Remuneration

The Bank may from time to time determine the remuneration of any Receiver and section 109(6) of the Law of Property Act 1925 shall be varied accordingly

8 APPLICATION OF PROCEEDS

All moneys received by the Bank or by any Receiver shall be applied, after the discharge of the remuneration and expenses of the Receiver and all liabilities having priority to the Secured Liabilities, in or towards satisfaction of such of the Secured Liabilities and in such order as the Bank in its absolute discretion may from time to time conclusively determine, except that the Bank may credit the same to a suspense account for so long and in such manner as the Bank may from time to time conclusively determine and the Receiver may retain the same for such period as he and the Bank consider expedient

9 PROTECTION OF THIRD PARTIES

9.1 Deemed right to enforce

In favour of any purchaser (as defined in section 205 of the Law of Property Act 1925) or person dealing in good faith, the Secured Liabilities shall be deemed to become due, and all rights of enforcement conferred on the Bank by the Law of Property Act 1925, as varied and extended by this Deed, shall be deemed to arise, immediately after the execution of this Deed

9.2 No enquiry required

No purchaser or other person dealing with the Bank or a Receiver shall be bound or concerned to enquire whether any power exercised or purported to be exercised under this Deed has become exercisable or whether any money is due on the security of this Deed or as to the propriety or regularity of any sale by, or other dealing with, the Bank or such Receiver or be concerned with notice to the contrary. Any such sale or dealing shall be deemed to be within the powers conferred by this Deed and to be valid and effectual accordingly

13.6 Restricted Liability

The Bank shall not be entitled to recover from the Corporate Trustee any amount under this Deed in excess of the value of the assets of the Trust available to the Corporate Trustee as trustee of the Trust

14 CHANGES TO THE PARTIES AND DISCLOSURE

14.1 Assignments and transfers by the Mortgagor

The Mortgagor may not assign any of its rights or transfer any of its rights or obligations under this Deed

14.2 Assignments and transfers by the Bank and disclosure

The Bank may assign and transfer any of its rights and obligations under this Deed to any person or otherwise grant an interest in them to any person

15 PARTIAL INVALIDITY

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction will in any way be affected or impaired

16 NOTICES

Any communication to be made by the Bank under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax or letter to the address of the Mortgagor last known to the Bank

17 CALCULATIONS AND CERTIFICATES

17.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with this Deed, the entries made in the accounts maintained by the Bank are prima facie evidence of the matters to which they relate

17.2 Certificates and determinations

Any certification or determination by the Bank under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates

17.3 No set-off by the Mortgagor

All payments to be made by the Mortgagor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim

18 LAW OF PROPERTY (MISCELLANEOUS PROVISIONS) ACT 1989

For the purposes of the Law of Property (Miscellaneous Provisions) Act 1989, any provisions of each document governing the terms of the Secured Liabilities and relating to any disposition of property shall be deemed to be incorporated in this Deed

19 THIRD PARTY RIGHTS

Save as permitted in this Deed, a person who is not a party to this Deed has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed. This clause 19 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act

20 EXECUTION AS A DEED

The parties agree and confirm that this Deed shall take effect as a deed notwithstanding that the Bank may have executed this Deed under hand only

21 GOVERNING LAW

This Deed and any non-contractual obligations arising out of or in connection with it are governed by, and construed in accordance with, English law

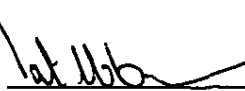
This Deed has been entered into as a deed at the date stated at the beginning of this Deed.


SIGNATORIES

Mortgagor

16 Executed as a deed
by JLT Pension Trustees Limited
acting by two directors or
by a director and the company secretary
by a director in the presence of a witness

Signed as a deed
by Marcus Dyson
in the presence of

 PATRICK EARLE EVANS
Director

16  JAMES BRADLEY
FITZALAN HOUSE
FITZALAN COURT
CARDIFF CF24 0EL

Witness' name in full KATHRYN RAW

Signature 

Address 3 ROSEMONT ROAD

LEEDS

LS13 3PP

Signed as a deed
by Gavin Dodds
in the presence of

Witness' name in full KATIE PENNINGTON

Signature 

Address 10 EDLINGTON VIEW

KNOTTINGLEY

WF11 8LT