



Registration of a Charge

Company Name: **NOTTINGHAM CITY TRANSPORT LIMITED**

Company Number: **02004967**



Received for filing in Electronic Format on the: **29/03/2023**

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Details of Charge

Date of creation: **29/03/2023**

Charge code: **0200 4967 0003**

Persons entitled: **ROBERT JAMES HICKLIN AS TRUSTEE FOR THE NOTTINGHAM CITY
TRANSPORT LIMITED PENSION FUND
DAVID ASTILL AS TRUSTEE FOR THE NOTTINGHAM CITY TRANSPORT
LIMITED PENSION FUND
ANTHONY CARVER-SMITH AS TRUSTEE FOR THE NOTTINGHAM CITY
TRANSPORT LIMITED PENSION FUND
TRUSTEE MATTERS LIMITED AS TRUSTEE FOR THE NOTTINGHAM CITY
TRANSPORT LIMITED PENSION FUND**

Brief description: **LEASEHOLD LAND KNOWN AS 201 LOWER PARLIAMENT STREET,
NOTTINGHAM**

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT
TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC
COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION**

**FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL
INSTRUMENT.**

Certified by:

OLIVER ELLINGTON



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2004967

Charge code: 0200 4967 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th March 2023 and created by NOTTINGHAM CITY TRANSPORT LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th March 2023 .

Given at Companies House, Cardiff on 31st March 2023

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

DATE: 29 March 2023

**SUPPLEMENTAL LEGAL MORTGAGE
OVER LAND KNOWN AS 201 LOWER PARLIAMENT STREET, NOTTINGHAM**

Between

NOTTINGHAM CITY TRANSPORT LIMITED

and

THE TRUSTEES OF THE NOTTINGHAM CITY TRANSPORT LIMITED PENSION FUND

CMS Cameron McKenna Nabarro Olswang LLP
Cannon Place
78 Cannon Street
London EC4N 6AF
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THIS SUPPLEMENTAL DEED is dated

29 March

2023

BETWEEN:

- (1) **NOTTINGHAM CITY TRANSPORT LIMITED** (registered number 02004967) whose registered office is at Lower Parliament Street, Nottingham, NG1 1GG (the “**Chargor**”); and
- (2) **ROBERT JAMES HICKLIN** of 28 Richmond Gardens, Redhill, Nottingham, NG5 8JS, **DAVID ASTILL** of 1 Ascott Gardens, Compton Acres, Nottingham, NG2 7TH, **ANTHONY CARVER-SMITH** of 107 Southcliffe Road, Carlton, Nottingham, NG4 1ES and **TRUSTEE MATTERS LIMITED** (registered number 08454748) whose registered office is 1st Floor, Hood Parkes & Co, 28 Market Place, Grantham, Lincolnshire, NG31 6LR as trustees of the Nottingham City Transport Limited Pension Fund and any other person or persons who is or are for the time being a trustee of the Nottingham City Transport Limited Pension Fund (each a “**Trustee**” and together the “**Trustees**”).

WHEREAS:

- (A) This Supplemental Deed is supplemental to a security agreement (the “**Security Agreement**”) dated 28 March 2022 and made between (1) the Chargor and (2) the Trustees.
- (B) The Board of Directors of the Chargor is satisfied that the giving of the security contained or provided for in this Supplemental Deed is in the interests of the Chargor and has passed a resolution to that effect.
- (C) Rule 16.14 (Delegation of the Trustees’ Powers) of the Definitive Deed and Rules dated 25 October 2016 (the “**Definitive Deed and Rules**”) provides that the Trustees may delegate all or any of their powers, duties or discretions as they think appropriate. Accordingly, the Trustees have delegated authority for signing this deed to David Astill on their behalf.

NOW IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

Definitions

- 1.1 Terms defined in the Security Agreement shall, unless otherwise defined in this Supplemental Deed or the context otherwise requires, have the same meanings when used in this Supplemental Deed and in addition in this Supplemental Deed:

“**New Mortgaged Property**”: any freehold, commonhold or leasehold property the subject of the security constituted by this Supplemental Deed and references to any “**New Mortgaged Property**” shall include references to the whole or any part or parts of it.

Construction

- 1.2 All of the provisions of Clause 1.2 (*Construction*) of the Security Agreement shall, unless the context otherwise requires, apply to this Supplemental Deed as if set out in this Supplemental Deed in full and as if references in those Clauses to this “**Deed**” were references to this Supplemental Deed.
- 1.3 It is intended that this document shall take effect as and be a deed of the Chargor notwithstanding the fact that the Trustees may not execute this document as a deed.

2. GRANT OF SECURITY

Legal Mortgage

- 2.1 The Chargor, as security for the payment, performance and discharge of all the Secured Liabilities, charges in favour of the Trustees by way of a first legal mortgage all of its right, title and interest in and to the freehold, commonhold and leasehold property specified in Schedule 1 (*New Mortgaged Property*).

Charges

- 2.2 For the avoidance of doubt and without prejudice to Clause 3 (*Incorporation of Provisions of Security Agreement*), any reference in this Supplemental Deed to a charge or mortgage of any New Mortgaged Property shall be construed so as to include a charge or mortgage as set out in Clause 3.2 (Charge) of the Security Agreement, in respect of the New Mortgaged Property.

Implied Covenants for Title

- 2.3 The security granted by the Chargor under this Supplemental Deed is granted with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994.

3. INCORPORATION OF PROVISIONS OF SECURITY AGREEMENT

Incorporation

- 3.1 This parties to this Supplemental Deed agree that all of the representations and warranties, obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Security Agreement shall be deemed to be incorporated in this Supplemental Deed *mutatis mutandis* and shall apply *mutatis mutandis* to the security constituted or intended to be constituted by Clause 2 (*Grant of Security*) and to any New Mortgaged Property and all other property referred to in that Clause.
- 3.2 The Security Agreement and this Supplemental Deed shall be read and construed together as one document and any reference in the Security Agreement to “**this Deed**” shall be read as a reference to the Security Agreement as supplemented by this Supplemental Deed.
- 3.3 The definitions of “**Charged Property**” and “**Mortgaged Property**” in the Security Agreement shall, for the avoidance of doubt, include the New Mortgaged Property and all other property referred to in Clause 2 (*Grant of Security*).

Confirmation

- 3.4 This Supplemental Deed shall be without prejudice to the Security Agreement, the security constituted or intended to be constituted by the Security Agreement and all of the obligations, undertakings, covenants, agreements, rights, powers, discretions, remedies, immunities and other provisions contained or referred to in the Security Agreement which shall remain in full force and effect notwithstanding this Supplemental Deed.
- 3.5 For the avoidance of doubt, any legal mortgage, charge or assignment (whether at law or in equity) constituted by way of fixed security pursuant to Clause 3.2 (*Charge*) of the Security Agreement shall continue in full force and effect notwithstanding this Supplemental Deed and shall not merge in any security constituted by this Supplemental Deed or be released, extinguished or affected in any way by the security constituted by this Supplemental Deed or the provisions of this Clause 3.
- 3.6 The Chargor certifies that this Supplemental Deed does not contravene its Memorandum or Articles of Association or any other of its constitutional documents.

4. PERFECTION OF SECURITY

Registration at HM Land Registry

- 4.1 For the purposes of panel 8 of each Form RX1 that may be required to be completed by the Trustees in relation to any New Mortgaged Property registered or required to be registered at HM Land Registry, the Chargor hereby consents to an application being made by the Trustees to the Chief Land Registrar to enter the following restriction in Form P against its title to such New Mortgaged Property:

“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 [●] referred to in the charges register or its conveyancer”.

- 4.2 If the title to any New Mortgaged Property is not registered at HM Land Registry, the Chargor shall ensure that no person (other than itself) shall be registered under the Land Registration Act 2002 as the proprietor of all or any part of that New Mortgaged Property without the prior consent in writing of the Trustees.
- 4.3 Whether or not the title to any of the New Mortgaged Property is registered at HM Land Registry, in the event that any caution against first registration or any notice (whether agreed or unilateral) is registered against the Chargor’s title to any New Mortgaged Property, the Chargor shall promptly provide the Trustees with full particulars of the circumstances relating to such registration or notice and, if such caution or notice shall have been registered in order to protect a purported interest the creation of which is not permitted under this Supplemental Deed, the Chargor shall promptly and at its own expense take such steps as the Trustees may require to ensure that the caution or notice, as applicable, is withdrawn or cancelled.

5. COUNTERPARTS

This Supplemental Deed may be executed in any number of counterparts each of which shall be an original and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an electronic counterpart of this Supplemental Deed by e-mail attachment or telecopy shall be an effective mode of delivery.

6. GOVERNING LAW

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

7. ENFORCEMENT

Jurisdiction

- 7.1 The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Deed (including a dispute relating to the existence, validity or termination of this Supplemental Deed or any non-contractual obligation arising out of or in connection with this Supplemental Deed) (a “Dispute”).
- 7.2 The Parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

IN WITNESS of which this Supplemental Deed has been entered into as a deed and is intended to be and is delivered on the date stated at the beginning of this Supplemental Deed.

SCHEDULE 1

NEW MORTGAGED PROPERTY

Part 1 - Registered Land

(Freehold, commonhold or leasehold property in England and Wales of which the Chargor is registered as the proprietor at the Land Registry)

N/A

Part 2 - Unregistered Land

(Freehold or leasehold property in England and Wales title to which is not registered at the Land Registry of which the Chargor is the owner)

The freehold/leasehold property comprised in the following title deed(s) or other document(s) of title:

| Document | Date | Parties | Description |
|-----------------|---------------|---|--|
| Lease | 28 March 2023 | Nottingham City Council as landlord and Nottingham City Transport Limited as tenant | Lease of land and buildings at 201 Lower Parliament Street, Nottingham |

EXECUTION PAGE

THE CHARGOR

EXECUTED AS A DEED by)
NOTTINGHAM CITY TRANSPORT)
LIMITED)
acting by)

[REDACTED], a Director and

[REDACTED], a Director

THE TRUSTEES

Signed as a deed by)
DAVID ASTILL)
for and on behalf of all of the Trustees)
in the presence of:

Signature of witness:

Name:

Address:

Occupation:

[REDACTED]
.....
MATTHEW TORQUE
.....

[REDACTED]
.....
ACCOUNTANT
.....