

V101242/13

In accordance with
Sections 859A and
859J of the Companies
Act 2006

MR01

Particulars of a charge



Companies House

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

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **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

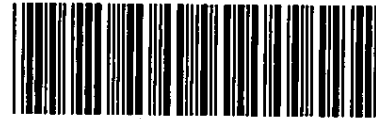
For further information, please
refer to our guidance at
www.companieshouse.gov.uk

COMPANIES HOUSE

This form **must be delivered to the Registrar for registra**
21 days beginning with the day after the date of creation of
delivered outside of the 21 days it will be rejected unless it is
court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this
scanned and placed on the public record **Do not send the o**

WEDNESDAY



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27/08/2014

#114

COMPANIES HOUSE

For official use

1 Company details

Company number 0 0 8 8 9 0 0 2

Company name in full Henderson Employee Benefits Limited

4

Filing in this form
Please complete in typescript in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 2 6 0 8 2 0 1 4

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 Lloyds Bank 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

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

NONE

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 statement¹

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 

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

X
**PETER CURRIE
TECHNICAL EXPERT**

MRO1

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 Tracey Currans

Company name Lloyds Banking PLC

Address 110 St Vincent Street

Post town Glasgow

County/Region

Postcode G 2 5 E R

Country Scotland

DX 554160 Glasgow 53

Telephone 01733 581 464



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 any information you provide 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 or email 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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 889002

Charge code: 0088 9002 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 26th August 2014 and created by HENDERSON EMPLOYEE BENEFITS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th August 2014.

A handwritten signature in black ink, appearing to be 'JX' or similar.

Given at Companies House, Cardiff on 1st September 2014



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

THIS DEED OF ADMISSION is made the 26 day of AUGUST 2014

BETWEEN

- (1) **THE SEVERAL COMPANIES** specified in Part I of the schedule hereto (the "Existing Companies")
- (2) **THE COMPANY** specified in Part II of the schedule hereto (the "Further Company") and
- (3) **LLOYDS BANK plc** (the "Bank")

SUPPLEMENTAL to an Omnibus Guarantee & Set-Off Agreement dated 3rd September 2009 and made between the Existing Companies named in Part I of the schedule (1) and the Bank (2) as supplemented by a deed dated 19th March 2010 (the said Omnibus Guarantee and Set-Off Agreement as so supplemented) is hereinafter referred to as the "Principal Deed")

NOW THIS DEED WITNESSETH as follows

- 1 In so far as the context admits expressions defined in the Principal Deed shall bear the same respective meanings herein
- 2 The parties hereto hereby agree that the Further Company shall be included within the expressions Companies and Principal for all the purposes of the Principal Deed so that (without prejudice to the generality of the foregoing)
- 2.1 The Further Company hereby covenant(s) with and guarantees to the Bank to pay or discharge to the Bank on demand
 - 2.1.1 all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred to the Bank from or by any one or more of the Existing Companies and any other Further Company anywhere in any manner whatsoever without limitation whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law including
 - (a) in the case of the liquidation, administration or dissolution of any such Existing Company or Further Company, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by such Existing Company or Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
 - (b) in the event of the discontinuance by any means of the Guarantee in respect of any Existing Company or any Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of such Existing Company or Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of such Existing Company or Further Company to the Bank at such date whether either actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for such Existing Company or Further Company
 - 2.1.2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Existing Companies and the Further Company or, in the absence of such agreement, at the rate, in the case of any amount

denominated in Sterling of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

- 2 1 3 commission and other banking charges and legal, administrative and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or Further Company or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph 2 1 2 above on each such sum from the date that the same was incurred or fell due,

PROVIDED THAT the liability of the Further Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed,

- 2 2 each of the Existing Companies hereby covenants with and guarantees to the Bank to pay or discharge to the Bank on demand

- 2 2 1 all money and liabilities whether actual or contingent now or at any time hereafter due, owing or incurred to the Bank from or by the Further Company anywhere in any manner whatsoever without limitation whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Bank as a result of a transfer, assignment or other transaction or by operation of law including

- (a) in the case of the liquidation, administration or dissolution of the Further Company, all sums (whether actual or contingent) which would at any time have been due, owing or incurred to the Bank by the Further Company if such liquidation, administration or dissolution had commenced on the date of discontinuance and notwithstanding such liquidation, administration or dissolution, and
- (b) in the event of the discontinuance by any means of the Guarantee in respect of the Further Company, all cheques, drafts or other orders or receipts for money signed, bills accepted, promissory notes made and negotiable instruments or securities drawn by or for the account of the Further Company on the Bank or its agents and purporting to be dated on or before the date of discontinuance of that Guarantee, although presented to or paid by the Bank or its agents after the date of discontinuance of that Guarantee and all liabilities of the Further Company to the Bank at such date whether actual or contingent and whether payable forthwith or at some future time or times and also all credits then established by the Bank for the Further Company,

- 2 2 2 interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Bank and the Further Company or, in the absence of such agreement, at the rate, in the case of any amount denominated in Sterling, of two percentage points per annum above the Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Bank (as conclusively determined by the Bank) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Bank may select) for such consecutive periods (including overnight deposits) as the Bank may in its absolute discretion from time to time select, and

2 2 3 commission and other banking charges and legal and other costs, charges and expenses (on a full and unqualified indemnity basis) incurred by the Bank in enforcing or endeavouring to enforce payment of such money and liabilities whether by any Existing Company or the Further Company or others and in relation to the preparation and enforcement of any security held by or offered to the Bank for such liabilities together with interest computed as provided in paragraph 2 2 2 above on each such sum from the date that the same was incurred or fell,

PROVIDED THAT the liability of each Existing Company under the Guarantee may be determined in the manner (and with the consequences) set out in clause 2 of the Principal Deed

2 2 4 the Further Company and the Existing Companies jointly and severally agree that, in addition to any general lien or similar right to which the Bank as bankers may be entitled by law, the Bank may at any time and from time to time and with or without notice to the Further Company or the Existing Companies or any of them

(a) combine or consolidate all or any of the Accounts with all or any of the Principals Liabilities, and

(b) set-off or transfer any Credit Balance in or towards satisfaction of any of the Principals Liabilities,

2 2 5 the Further Company and each of the Existing Companies with full title guarantee hereby charges its Credit Balances to the Bank to secure repayment of the Secured Obligations

3 ALL the covenants, provisions and powers contained in or subsisting under the Principal Deed (except the covenants for payment and discharge of the money and liabilities thereby secured contained in clause 2 thereof but including, without limitation, the power of attorney contained in clause 22 thereof) shall be applicable for defining and enforcing the rights of the parties under the guarantees hereby provided as if the Further Company had been one of the Companies parties to the Principal Deed

IN WITNESS whereof this deed has been executed by the Existing Companies and the Further Company and has been delivered upon its being dated, in the case of the Existing Companies other than the Attorney, for and on its behalf by the Attorney pursuant to a power of attorney contained in the Principal Deed and a resolution of the board of directors of the Attorney dated 2nd September 2009 appointing any two Directors or a Director and the Company Secretary for this purpose in accordance with section 74(4) of the Law of Property Act 1925 or applicable law of any jurisdiction and all other powers thereto enabling it

I certify that, save for material redacted pursuant to s 859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument

For and on behalf of Lloyds Bank plc

Date

26/8/14

Lloyds Bank Plc
Mid Market Securities
5th Floor
110 St Vincent Street
Glasgow
G2 5ER

PETER CURRIE
TECHNICAL EXPERT

The Schedule

Part I - The Existing Companies

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
Henderson Insurance Brokers Limited	01985767	Trueman House Capitol Park Tingley Leeds West Yorkshire LS27 0TS
Henderson Risk Management Limited	04413619	Trueman House Capitol Park Tingley Leeds West Yorkshire LS27 0TS
Contractsure Limited	04328146	Trueman House Capitol Park Tingley Leeds West Yorkshire LS27 0TS
UK Credit Insurance Specialists Limited	01509108	Trueman House Capitol Park Tingley Leeds West Yorkshire LS27 0TS
Denney, O'Hara Limited	00603387	Trueman House Capitol Park Tingley Leeds West Yorkshire LS27 0TS
Henderson Employee Benefits Limited [formerly Denney, O'Hara (Life & Pensions) Limited]	00889002	Trueman House Capitol Park Tingley Leeds West Yorkshire LS27 0TS

Part II - The Further Company

<u>Name</u>	<u>Company Number</u>	<u>Registered Office</u>
Corporate Risk Systems Limited	03773262	Trueman House Capitol Park Tingley Leeds West Yorkshire LS27 0TS

SIGNED as a deed by **Corporate Risk Systems Limited** acting by its

JOSEPH EDGAR HENDERSON (insert full name)

(insert full name)

Director

Director/Secretary*

X  (signature)

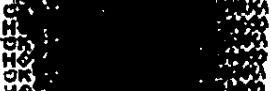
(signature)

in the presence of
Witness

X NICHOLAS G. FRASER X (name)

X  X (signature)

Address

X  X

Occupation

X  X

SIGNED as a deed by **Henderson Insurance Brokers Limited** acting by its

JOSEPH EDGAR HENDERSON (insert full name)

(insert full name)

Director

Director/Secretary*

X  (signature)

(signature)

in the presence of
Witness

X NICHOLAS G. FRASER (name)

X  X (signature)

Address

X  X

Occupation

X CONSULTANT X

SIGNED as a deed by the Existing Companies other than **Henderson Insurance Brokers Limited** acting by **Henderson Insurance Brokers Limited** their duly authorised attorney acting by its

JOSEPH EDGAR HENDERSON (insert full name)

STEVE FARROW (insert full name)

Director

Director/Secretary*

X  (signature)

 (signature)

in the presence of
Witness

(name)

(signature)

Address

Occupation

* Delete as applicable

