

MR01

Particulars of a charge

705262/13

Oyez

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](http://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 the  
instrument Use form MR01



\*A3LYEFU2\*

A24 03/12/2014 #294  
COMPANIES HOUSE  
A35 19/11/2014 #227  
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  
copy must be scanned and placed on the public record. Do not send the original

WEDNESDAY  
WE

1 Company details

Company number 0 0 0 2 9 6 6 8

Company name in full ST EDMUNDSBURY MASONIC HALL COMPANY LIMITED

3 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 0 1 7 1 1 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 ST EDMUNDSBURY MASONIC HALL COMPANY LIMITED

Name MICHAEL JONES

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

Ashlar House, 23 Eastern Way, Bury St Edmunds, Suffolk IP32 7AB

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



B.B.

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 <sup>1</sup>

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



<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

×

B. Barker

×

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

Kerr Clement

Company name

Burnett Barker Solicitors

Address

3 Hatter Street

Bury St Edmunds

Suffolk

Post town

County/Region

Postcode

I P 3 3 1 L Z

Country

DX DX 57204 Bury St Edmunds 1

Telephone

01284 701131

**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 £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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)



FILE COPY

## CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 29668

Charge code: 0002 9668 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th November 2014 and created by ST EDMUNDSBURY MASONIC HALL COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 3rd December 2014.

DX

Given at Companies House, Cardiff on 9th December 2014



Companies House



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES

DATED 17<sup>th</sup> November 2014

MICHAEL JONES (1)

- and -

ST. EDMUNDSBURY MASONIC HALL COMPANY LIMITED (2)

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**LOAN AGREEMENT AND LEGAL CHARGE**  
over land and buildings at  
Ashlar House,  
23 Eastern Way,  
Bury St Edmunds,  
Suffolk  
IP32 7AB

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I certify that this is a true copy of the  
original document produced to me today  
*Burnett Barker* 17/11/2014  
Burnett Barker Solicitors  
Bury St Edmunds

Messrs Burnett Barker  
Solicitors  
3 Hatter Street  
BURY ST EDMUNDS  
KC/JON0911

**THIS LOAN AGREEMENT and LEGAL CHARGE**

is made the 17<sup>th</sup> day of November 2014

**BETWEEN** MICHAEL JONES of Annex 2, 2 Flint Cottages, Culford Road, Fornham St Martin, Bury St Edmunds, Suffolk IP28 6TN ("Chargee")(1) and ST EDMUNDSBURY MASONIC HALL COMPANY LIMITED ( Co No 00029668 ) of Ashlar House, 23 Eastern Way, Bury St Edmunds, Suffolk IP32 7AB ("Chargor") (2)

**WHEREAS**

- (A) The Chargor is a private members club in Bury St Edmunds
- (B) The Chargee is a private individual
- (C) The Chargor is in need of financial support and the Chargee is satisfied that making a loan to the Chargor will be in the best interests of both parties

**NOW THIS DEED WITNESSETH** as follows -

**1. DEFINITIONS**

In this Deed where the context so admits -

"Debt" means the sum of THREE HUNDRED THOUSAND POUNDS (£300,000 00) loaned by the Chargee to the Chargor together with any interest accrued thereon

"Insolvency Event" occurs if:-

- (a) the Chargor suspends or threatens to suspend payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986,

- (b) the Chargor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts or makes a proposal for or enters into any compromise or arrangement with its creditors,
- (c) a petition is filed a notice is given a resolution is passed or an order is made for or in connection with the Chargor's winding up,
- (d) an application is made to court or an order is made for the appointment of an administrator or a notice of intention to appoint an administrator is given or an administrator is appointed over the Chargor,
- (e) a creditor or encumbrancer of the Chargor attaches or takes possession of or distress execution sequestration or other such process is levied or enforced on or sued against the whole or any part of the Chargor's assets and such attachment or process is not discharged within 14 days;
- (f) the Chargor suspends or ceases or threatens to suspend or cease carrying on or a substantial part of its activities;

**"Memorabilia"** means all and any memorabilia, trophies, or other items of interest or entertainment relevant to the identity of the Chargor and its history

**"Property"** means all that freehold land and premises at Ashlar House, 23 Eastern Way, Bury St Edmunds, Suffolk IP32 7AB as the same is registered at HM Land Registry with Title Absolute under Title Number SK155109.

**"Receiver"** means any receiver or manager appointed by the Chargee over the Property which expression shall where the context so admits include any substituted receiver or manager.

**“Term”** means the term of 9 years from 28<sup>th</sup> May 2014 over which the Debt shall be repayable

**“Total Capital Repayable”** means the amount of initial capital repayable under the Debt in the sum of £300,000 without reference to any interest.

## **2. PAYMENT**

2 1 The Debt shall be due and owing immediately from the date hereof.

2 2 The Debt shall be payable by the Chargor to the Chargee in the following proportions:-

(a) The sum of £90,000 (representing 30% of the amount of Total Capital Repayable) together with interest thereon to be paid at the end of the fifth year of the Term and upon payment of that amount the outstanding capital due and owing under the Debt shall be reduced accordingly PROVIDED THAT where any capital payments shall already have been paid prior to the date specified in this paragraph such prior payments shall be deducted from the said capital sum due of £90,000 with the effect that the Chargor shall only be required to repay such balance as shall be necessary to bring the capital payable as at the date specified in this paragraph to £90,000 together with interest thereon.

(b) The sum of £105,000 (representing 35% of the amount of Total Capital Repayable) together with interest thereon to be paid at the end of the seventh year of the Term and upon payment of that amount the outstanding capital due and owing under the Debt shall be reduced accordingly PROVIDED THAT where any capital payments shall already have been paid prior to the date specified in this



paragraph but after the date specified in the previous paragraph 2.2(a) above, any such prior payments shall be deducted from the said capital sum due of £105,000 with the effect that the Chargor shall only be required to repay such balance as shall be necessary to bring the capital payable as at the date specified in this paragraph to £105,000 together with interest thereon

(c) The sum of £105,000 (representing the final 35% of the Total Capital Repayable) together with interest thereon to be paid at the end of the final year of the Term or such other amount as shall be required to repay in full the Debt

2 3 The Chargor shall pay the Chargee interest on the balance of the Total Capital Repayable under the Debt as shall remain outstanding from time to time at the rate of 3 5% per annum above the base rate of The Bank of England from time to time

2 4 Any payments of interest due to be paid under the Debt shall be payable at the dates and as specified at paragraph 2 2 above

2 5 Where any interest shall be paid in advance of the dates specified at paragraph 2.2 above, such payments shall be deducted from the total amount of interest due under that paragraph with the effect that the Chargor shall only be required to repay such balance of interest as shall be necessary to make up the total interest payable as at the dates specified.

2.6 Notwithstanding paragraph 2 1 above and that the Debt shall become immediately repayable from the date hereof, the Chargor is not required to make any repayments of the Debt during or within the first two years of the Term

2 7 For the avoidance of any doubt, whereas the Chargor is required to pay such sums and on such dates as provided under paragraph 2.2 of this Agreement nothing shall preclude or prevent the Chargor from repaying the Total Capital Repayable or making any additional capital payments as it shall see fit PROVIDED ONLY THAT such payment shall not be made other than upon an anniversary of the Term

### **3. LEGAL CHARGE**

- 3.1 The Chargor with full title guarantee HEREBY CHARGES with payment or discharge of the Debt interest thereon and all other monies and liabilities hereby covenanted to be paid or discharged by the Chargor by way of first legal mortgage the Property together with all buildings fixtures and fittings from time to time thereon but excluding the Memorabilia
- 3 2 This Charge shall rank in priority over any other mortgages or charges subsequently granted by the Chargor which shall hereafter be expressed to be subject to this Legal Charge.
- 3.3 The Chargor shall not grant any further mortgage or charge over the Property without the Chargee's prior written consent.
- 3.4 The Chargor shall forthwith register this Legal Charge with HM Land Registry and with Companies House

### **4. PROTECTION OF PROPERTY**

During the continuance of this security the Chargor shall:-

- 4 1 Except with the written consent of the Chargee not transfer grant any lease or

tenancy or otherwise part with possession of the whole or any part of the Property or any fixtures and fittings

- 4 2 Maintain and keep in proper order repair and condition the buildings and other fixtures and fittings of a repairable nature on the Property and the Chargee acting reasonably shall have power in the event of the Property being or becoming out of proper order repair or condition itself to repair or to put and maintain the same in proper order repair and condition and any expenses incurred by the Chargee and its costs and charges therein shall be a debt due from the Chargor payable on demand and while unpaid shall be a charge on the Property ranking in priority to this security and for this purpose the Chargee shall have power in so far as the same may be necessary to apply in the name of the Chargor for any licence permission or consent required under any statute order regulation or byelaw made by any competent authority.
- 4 3 Keep the Property insured against loss or damage by fire and such other risks as the Chargee may from time to time require to the full replacement value thereof with an insurance office or underwriters approved by the Chargee in writing from time to time and the Chargor shall procure that the Chargee's interest is noted on the policy and the Chargor shall duly pay all premiums and other monies necessary for effecting and keeping up such insurance within one week of the same becoming due and shall on demand produce to the Chargee the policies of such insurance and the receipts for such payments and if default shall be made by the Chargor in insuring the Property the Chargee may insure and keep insured the said

Property in any sum which the Chargee may think expedient and all monies expended by the Chargee under this provision shall be deemed to be properly paid by the Chargee and shall be a debt due from the Chargor and payable on demand and while unpaid shall be a charge on the Property ranking in priority to this security.

- 4 4 Not remove or destroy or suffer to be removed or destroyed all or any part of the buildings or any fixtures and fittings comprised in the Property except for the purpose of renewing or replacing the same and will in such case forthwith renew or replace the same accordingly.
- 4.5 Duly and punctually pay perform and observe all rents rates taxes stamp duties covenants and other obligations whatsoever which ought to be paid or to be observed or performed by the Chargor in respect of all or any part of the Property
- 4 6 Permit the Chargee or any person or persons authorised by it at any time and from time to time during the usual times of business upon giving reasonable prior notice to inspect and examine all or any part of the Property and afford the Chargee and its agents and servants access to the Property and render them such assistance as may be required for any of the purposes aforesaid
- 4 7 Forthwith on receipt of the same deliver to the Chargee all orders directions notices and any other thing whatsoever affecting or likely to affect the Property but the Chargor shall be entitled at its own expense to take copies thereof.
- 4 8 Comply with the requirements of the Town and Country Planning Acts so far as such requirements relate to the Property or any part thereof and will promptly

produce to the Chargee any notice order direction requisition permission or other documents served on it in connection with such Acts which affects or is likely to affect the Property or any part thereof.

## **5. ENFORCEMENT OF CHARGE**

5 1 The Charge shall become enforceable and the Debt interest thereon and all other monies and liabilities hereby secured shall become immediately payable and the Chargee shall be entitled to enforce the same at any time after.-

5 1 1 Any amount of principal or interest shall have become due and repayable to the Chargee but shall not have been paid within 14 days,

5 1 2 The Chargor shall have defaulted in or committed any material breach of any of its obligations under this Legal Charge,

5 1.3 The occurrence of an Insolvency Event;

5 2 Upon the Charge becoming enforceable the Chargee may in its discretion enter upon and take possession of the Property and may as aforesaid in its discretion sell call in collect and convert into money the same with all such powers as to the manner in which such sale calling in collection and conversion shall be made as are contained in section 101 of the Law of Property Act 1925 concerning the powers incident to the estate and interests of mortgagees as if the same were fully set out and incorporated herein and by way of extension thereof such sale calling in collection and conversion may be made for such consideration as the Chargee shall deem sufficient whether the same shall consist of cash or shares or debentures in some other company or other Property

of whatsoever nature or partly of one and partly of some other species of consideration and whether such consideration shall be presently payable by instalments or at some future date and whether such deferred or future payments shall be secured or not and in all other respects and manner and for any other consideration as the Chargee shall think fit and without being liable to account for any loss of or deficiency in such consideration and for all purposes aforesaid or any of them may execute and do all such assurances and things as it shall think fit PROVIDED THAT the same shall at the date of the sale have been in the bona fide opinion of the Chargee a sufficient consideration and PROVIDED FURTHER THAT the Chargee shall not have been negligent in ascertaining the pertinent facts and PROVIDED FURTHER THAT section 103 of the Law of Property Act 1925 shall not apply to this Legal Charge or to the trust power of sale calling in collection or conversion hereinbefore contained.

## **6. RECEIVER**

- 6.1 At any time after the Chargee shall have demanded payment of any monies hereby secured or if requested by the Chargor the Chargee may appoint by writing any person to be the Receiver of the Property
- 6.2 The Chargee may from time to time determine the remuneration of the Receiver and may remove the Receiver and appoint another in its place
- 6.3 The Receiver shall be the agent of the Chargor and shall have and be entitled to exercise all powers conferred by the Law of Property Act 1925 in the same way as

if the Receiver had been duly appointed there under and in particular by way of addition but without hereby limiting any general powers hereinbefore referred to (and without prejudice to the Chargee's power of sale) the Receiver shall have power to do the following things namely -

- 6.3 1 To take possession of collect and get in the Property and for that purpose to take any proceedings in the name of the Chargor or otherwise as he shall think fit;
- 6 3 2 To sell concur in selling let or concur in letting and to terminate or accept surrenders of leases or tenancies of the Property in such manner and generally on such terms and conditions as he shall think fit and to carry any such transactions into effect in the name of and on behalf of the Chargor,
- 6 3.3 To make any arrangement or compromise which the Chargee or the Receiver shall think fit;
- 6 3 4 To make and effect all repairs improvements and insurances,
- 6 3 5 To appoint managers officers and agents for the aforesaid purposes at such salaries as he may determine,
- 6 3 6 To do all such acts and things as may be considered to be incidental or conducive to any of the matters or powers aforesaid and which the Receiver lawfully may or can do

## **7. POWER OF ATTORNEY**

The Chargor hereby irrevocably appoints the Chargee and the Receiver jointly and also severally the attorney and attorneys of the Chargor for the Chargor and in its name and on its behalf and as its act and deed or otherwise to execute and deliver and otherwise perfect

any deed assurance agreement instrument or act which may be required or may be deemed proper for any of the purposes aforesaid and the Chargor hereby declares that as and when the security hereby created shall become enforceable the Chargor shall hold all the Property (subject to the Chargor's rights of redemption) Upon Trust to convey assign or otherwise deal with the same in such manner and to such person as the Chargee shall direct and declares that it shall be lawful for the Chargee by an instrument to appoint a new trustee or new trustees thereof in place of the Chargor as if the Chargor desired to be discharged from the trust or in place of any trustee or trustees appointed under this power as if it or they were dead.

#### **8. INDEMNITY**

The Chargor shall indemnify the Chargee in so far as may be lawful in respect of all costs expenses incurred by it in relation to or arising out of any application made to any court by the Chargee for the appointment of the Receiver or for any other order or declaration relating to the enforcement of this security or the construction of this Legal Charge.

#### **9. FURTHER ASSURANCE**

The Chargor shall from time to time and at all times execute and do all such acts and things and execute all such deeds assurances instruments as the Chargee may reasonably require for perfecting the security intended to be created by this Legal Charge and for facilitating or effecting any dealings by it under the powers of this Legal Charge as regards the Property and after the Legal Charge has become enforceable shall from time to time and at all times execute and do all such acts and things and shall execute all such deeds assurances and instruments as the Chargee or the Receiver in the exercise of the



powers or any of them conferred by this Legal Charge shall reasonably require.

#### **10. PROTECTION OF THIRD PARTIES**

No person dealing with the Chargee or the Receiver shall be concerned to enquire whether or not 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 act purporting or intended to be an exercise thereof or whether any monies remain owing upon this security and all the protections to purchasers contained in sections 104 and 107 of the Law of Property Act 1925 shall apply to any person purchasing from or dealing with the Chargee or the Receiver

#### **11. DISCHARGE OF CHARGE**

Upon the Debt and all costs charges expenses and remuneration due hereunder being redeemed paid off or otherwise satisfied the Chargee shall at the request and expense of the Chargor surrender or release to the Chargor or as the Chargor may direct the Property or so much of it as then remains vested in the Chargee or subject to this security freed and discharged from the trusts and provisions contained and this security shall cease but the validity and effect of this Legal Charge shall not otherwise be affected

#### **12. NOTICES**

Any notice may be given by the Chargor on the Chargee to the other by posting the same by prepaid first class post to the address of the other given above or otherwise notified PROVIDED THAT any notice so given shall be deemed to have been served 24 hours after the time of posting and in proving such service it shall be sufficient to prove that the envelope or wrapper containing the notice was properly addressed stamped and posted.

**13. LEGAL COSTS**

The Chargor shall reimburse the Chargee for all legal costs incurred in connection with the preparation and registration of this Legal Charge

**IN WITNESS** whereof the Chargor has executed this Loan Agreement and Legal Charge as a Deed the day and year first above mentioned

**SIGNED AS A DEED** by the said )  
MICHAEL JONES in the presence of )

Name Terence Clive Lewis  
Address Applecross, Hunston, Suffolk,  
IP31 3EL

Occupation Retired Headteacher

**SIGNED AS A DEED** by the said )  
ST EDMUNDSBURY MASONIC )  
HALL COMPANY LIMITED )  
in the presence of )

R. Hewison

11 Copse Close  
Bury St Edmunds  
IP33 2TD.

Retired Hospital Director.

Director MA JONES VICE CHAIRMAN

Director K.R. BOGWEEN CHAIRMAN.