



**Registration of a Charge**

Company Name: **ST.EDMUNDSBURY MASONIC HALL COMPANY LIMITED**

Company Number: **00029668**



Received for filing in Electronic Format on the: **01/11/2021**

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**Details of Charge**

Date of creation: **01/11/2021**

Charge code: **0002 9668 0004**

Persons entitled: **JOHN STUART RICE**

Brief description: **LOAN AGREEMENT AND CHARGE OVER LAND AND BUILDINGS AT  
ASHLAR HOUSE, 23 EASTERN WAY, BURY ST EDMUNDS, SUFFOLK IP28  
7AB REG AT HM LAND REG UNDER TITLE NUMBER SK 155109**

**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 THE ELECTRONIC COPY INSTRUMENT DELIVERED  
AS PART OF THIS APPLICATION FOR REGISTRATION IS A  
CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **IAN S GRAY**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 29668

Charge code: 0002 9668 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 1st November 2021 and created by ST.EDMUNDSBURY MASONIC HALL COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 1st November 2021 .

Given at Companies House, Cardiff on 2nd November 2021

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**

DATED

1 November

2021

JOHN STUART RICE (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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**THIS LOAN AGREEMENT and LEGAL CHARGE**

is made the 1 day of November 2021

**BETWEEN** JOHN STUART RICE of Silverton, 96 Melford Road, Sudbury, Suffolk, CO10 1JY ("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 FOUR HUNDRED THOUSAND POUNDS (£400,000.00) loaned by the Chargee to the Chargor together with any interest accrued thereon.

**Delegate:** any person appointed by the Lender or any Receiver under ~~Error!~~ *Clause* ~~Bookmark not defined~~.6.2 and any person appointed as attorney of the Lender, Receiver or Delegate.

**Environment:** the natural and man-made environment including all or any of the following media, namely air, water and land (including air within buildings and other natural or man-made structures above or below the ground) and

any living organisms (including man) or systems supported by those media.

**Environmental Law:** all applicable laws, statutes, regulations, secondary legislation, bye-laws, common law, directives, treaties and other measures, judgments and decisions of any court or tribunal, codes of practice and guidance notes in so far as they relate to or apply to the Environment.

**Environmental Licence:** any authorisation, permit or licence necessary under Environmental Law in respect of any of the Property.

**Insolvency Event** means any one or more of the following:-

- a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Borrower;
- b) the making of an application for an administration order or the making of an administration order in relation to the Borrower;
- c) the giving of any notice of intention to appoint an administrator, or the filing at court of the prescribed documents in connection with the appointment of an administrator, or the appointment of an administrator, in any case in relation to the Borrower;
- d) the appointment of a receiver or manager or an administrative receiver in relation to any property or income of the Borrower ;
- e) the commencement of a voluntary winding-up in respect of the Borrower , except a winding-up for the purpose of amalgamation or reconstruction of a solvent company in respect of which a statutory declaration of solvency has been filed with the Registrar of Companies;

- f) the making of a petition for a winding-up order or a winding-up order in respect of the Borrower;
- g) the striking-off of the Borrower from the Register of Companies or the making of an application for the Borrower to be struck-off;
- h) the Borrower otherwise ceasing to exist ;
- i) the making of an application for a bankruptcy order, the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Borrower; or
- j) the making of an application to court for, or obtaining, a moratorium under Part A1 of the Insolvency Act 1986 in relation to the Borrower. ; or
- k) the levying of any execution or other such process on or against, or taking control or possession of, the whole or any part of the Borrower's assets.

**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 8 years from 1 November 2021 subject to earlier termination in accordance with the provisions of this Legal Charge

**Total Capital Repayable** means the amount of initial capital repayable under the Debt

in the sum of £400,000 without reference to any interest.

## **2. PAYMENT**

- 2.1 The Debt shall be due and owing immediately from the date hereof.
- 2.2 The 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 three point seven five per cent per annum simple interest (3.75% per annum) from time to time
- 2.3 Payments of interest due to be paid annually on the Total Capital Repayable in accordance with Clause 2.2 above shall be payable in arrears in twelve monthly instalments on the first day of each month commencing on 1 December 2021.
- 2.4 Where any interest shall be paid in advance of the dates specified at paragraph 2.3 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.
- 2.5 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 Total Capital Repayable until 1 November 2029 subject to the provisions of clause 5.1.
- 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 at its own expense.

### **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 extend or vary any existing 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 Comply in all material respects with all the requirements of Environmental Law; and obtain and comply in all material respects with all Environmental Licences.
- 4.6 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
- 4.7 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.
- 4.8 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.
- 4.9 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.
- 4.10 The Chargor shall not, without the prior written consent of the Chargee:
  - (a) exercise any VAT option to tax in relation to the Property; or

- (b) revoke any VAT option to tax exercised, and disclosed to the Chargee in writing, before the date of this deed.

## 5. ENFORCEMENT OF CHARGE

5.1 The Charge shall become enforceable and the Total Capital Repayable and interest thereon and all other monies and liabilities comprised in the Debt 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 Total Capital Repayable 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<sup>1</sup>.

~~5.1.4 The death of the Chargee provided that the Chargor shall not be required to repay the Debt until the earlier of the date being one year after the date of death of the Chargee.~~

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

*Josephine  
Lender  
and  
borrower  
with  
authority  
for  
each*

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 AND DELEGATES**

- 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 or any Receiver may delegate (either generally or specifically) by power of attorney or in any other manner to any person any right, power, authority or discretion conferred on it or him/her by this deed (including the power of

attorney granted under clause 7).

- 6.2 The Chargee may from time to time determine the remuneration of the Receiver and any Delegate and may remove the Receiver and any Delegate and may appoint another in its place.
- 6.3 Neither the Chargee nor any Receiver shall be in any way liable or responsible to the Chargor for any loss or liability of any nature arising from any act, default, omission or misconduct on the part of any Delegate.
- 6.4 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:-
  - 6.4.1 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;
  - 6.4.2 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;
  - 6.4.3 To make any arrangement or compromise which the Chargee or the Receiver shall think fit;
  - 6.4.4 To make and effect all repairs improvements and insurances;
  - 6.4.5 To appoint managers officers and agents for the aforesaid purposes at such salaries

as he may determine;

6.4.6 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 and any Delegate 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 and/or any Delegate 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. EXCLUSION OF LIABILITY**

Neither the Chargee, nor any Receiver or Delegate, shall be liable to the Chargor or any other person:

- (a) (by reason of entering into possession of the Property, or for any other reason) to account as mortgagee in possession in respect of all or any of the Property;
- (b) for any loss on realisation, or for any act, default or omission for which a mortgagee in possession might be liable; or
- (c) for any expense, loss or liability:
  - (i) relating to the enforcement of, or any failure to enforce or delay in enforcing, any security constituted by or pursuant to this deed;
  - (ii) relating to an exercise of rights, or by any failure to exercise or delay in exercising, rights under this deed; or
  - (iii) arising in any other way in connection with this deed,

except that this does not exempt the Chargee or any Receiver or Delegate from liability for losses caused by the gross negligence, fraud or wilful misconduct of the Chargee or the relevant Receiver or Delegate.

### **11. RELINQUISHING POSSESSION**

If the Chargee, any Receiver or Delegate enters into or takes possession of the Property, it or he/she may at any time relinquish possession.

### **12. 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.

### **13. 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.

### **14. NOTICES**

Any notice may be given by the Chargor on the Chargee to the other by posting the same by prepaid first class post or by hand to the address of the other given above or otherwise notified PROVIDED THAT any notice so given shall be deemed to have been served:

a) 48 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; or

b) at the actual time of delivery if delivered by hand provided that any notice delivered to a party after 5pm on Monday – Friday inclusive and any notice served on Saturday or Sunday or a Bank Holiday shall be deemed served on the next working day.

### 15. 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

JOHN STUART RICE

in the presence of: )

Witness' name in block capitals:

Witness' signature

Witness' address:

IAN YELDHAM

124 Yeldham

Old Farm House

Belchamps Water

CO10 7BB.

EXECUTED by the said )

ST EDMUNDSBURY MASONIC )

HALL COMPANY LIMITED )

ACTING BY:

Director:

Director:

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*[Signature]*  
STUART ORRIS  
*[Signature]*  
THOMAS RAYNER