



Registration of a Charge

Company name: **B.J. CHAMPION CONTRACTORS LIMITED**

Company number: **02491994**



X45DSDV4

Received for Electronic Filing: **15/04/2015**

Details of Charge

Date of creation: **02/04/2015**

Charge code: **0249 1994 0035**

Persons entitled: **THE SECRETARY OF STATE FOR DEFENCE**

Brief description: **LAND ADJOINING 59 ROBERTS ROAD, BARTON STACEY, WINCHESTER
SO21 3RU AND REGISTERED AT THE LAND REGISTRY UNDER TITLE
NUMBER HP759654.**

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: **DEBBIE ASQUITH FOR AND ON BEHALF OF BOND DICKINSON LLP**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2491994

Charge code: 0249 1994 0035

The Registrar of Companies for England and Wales hereby certifies that a charge dated 2nd April 2015 and created by B.J. CHAMPION CONTRACTORS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th April 2015 .

Given at Companies House, Cardiff on 16th April 2015

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

2nd April 2015

Clawback Legal Charge
relating to
Land adjoining 59 Roberts Road, Barton Stacey,
Winchester SO21 3RU

B J Champion Contractors Limited ⁽¹⁾ and
The Secretary of State for Defence ⁽²⁾

CLAWBACK LEGAL CHARGE

THIS DEED OF CHARGE is made the 2nd day of April 2015

BETWEEN

- (1) **B. J. CHAMPION CONTRACTORS LIMITED** (Company No. 02491994) whose registered office is at Champion House, Roentgen Court, Roentgen Road, Daneshill Basingstoke, Hampshire RG24 8NT (hereinafter called 'the **Debtor**') (which expression shall where the context so admits include persons deriving title under the Debtor or entitled to redeem this security); and
- (2) **THE SECRETARY OF STATE FOR DEFENCE** (hereinafter called 'the **Secretary of State**') (which expression shall where the context admits include persons deriving title under the Secretary of State for the time being entitled to the benefit of this charge)

WHEREAS:

- (A) By a Transfer ("the **Transfer**") bearing even date herewith and made between Andbury Homes Hants LLP and the Debtor, the property described in the Schedule hereto (hereinafter called "the **Property**") has been transferred to the Debtor for an estate in fee simple subject as mentioned in the Deed of Covenant (as defined below) and a transfer dated 19th March 2013 and made between the Secretary of State (1) and Andbury Homes Hants LLP (2) ("the **First Transfer**").
- (B) By a Deed dated 9 September 2014 and made between the Secretary of State (1) and Andbury Homes Hants LLP (2) ("the **Deed of Variation**") the First Transfer was expressed to be varied as therein mentioned.
- (C) By a Deed of Covenant ("the **Deed of Covenant**") bearing even date herewith and made between, among others, the Secretary of State and the Debtor, the Debtor has covenanted that the Secretary of State shall be paid on the occasion of any Trigger Event as defined in the First Transfer as varied by the Deed of Variation the additional moneys as therein mentioned.
- (D) It has been agreed that this Deed of Charge should be executed in order to secure payment to the Secretary of State for all moneys covenanted to be paid to the Secretary of State under the Transfer as varied by the Deed of Variation.

NOW THIS DEED WITNESSETH:

- 1 The Debtor **HEREBY COVENANTS** with the Secretary of State to pay to the Secretary of State all such moneys as the Secretary of State shall be entitled to under the terms of the Deed of Covenant
- 2 The Debtor **HEREBY CHARGES BY WAY OF LEGAL MORTGAGE** all the Property with the payment to the Secretary of State of all the said moneys covenanted to be paid
- 3 The charge created pursuant to this Deed of Charge is made with full title guarantee
- 4 The statutory powers of sale and of appointing a receiver in respect of the security hereby created shall in favour of a purchaser as defined by and in Section 205 of the Law of Property Act 1925 be deemed to arise and be exercisable immediately upon the execution thereof
- 5 The Debtor shall not have any power to dispose of the Property without the consent in writing of the Secretary of State (and for the purposes of this clause "dispose of" shall be construed in accordance with the Deed of Covenant)

- IN WITNESS** whereof this Deed of Charge has been duly executed the day and year first before written

(The Property)

Executed as a Deed by []
acting by: []

Director/Secretary

SEAL
No. 32155

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2nd April 2015

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relating to
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Winchester SO21 3RU

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- 6 The Debtor at the request of the Secretary of State applies to the Chief Land Registrar to enter in the register of the title to the Property a restriction in the terms specified in the Deed of Covenant
- 7 For the avoidance of doubt this Deed of Charge shall not be discharged by any payment within the Clawback Period (as defined in the Transfer) but shall continue to apply until the Clawback Period has expired and all moneys secured by this Deed of Charge have been paid.
- 8 This Deed of Charge may be executed in any number of counterparts, all of which taken together shall constitute one and the same deed.

IN WITNESS whereof this Deed of Charge has been duly executed the day and year first before written

THE SCHEDULE

(The Property)

Land adjoining 59 Roberts Road, Barton Stacey, Winchester SO21 3RU and registered at the Land Registry under title number HP759654.

Executed as a Deed by **BJ CHAMMION**)
CONTRACTORS LIMITED)
acting by a Director in the presence
of:

Witness: X

Name: X **K Clemons**

Address X

Director

Director/Secretary

THE CORPORATE SEAL of the **SECRETARY**)
OF STATE FOR DEFENCE hereunto affixed is)
authenticated by)

Authorised by the Secretary of State