

045068/13

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
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 the instrument is a deed. Use form MR02

WEDNESDAY



A11 *A2JKQ98X* #283
23/10/2013
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 will be scanned and placed on the public record.

1 Company details

Company number: 0 0 0 7 2 1 8 8

Company name in full: The Colchester Masonic Hall Company Limited

For official use

→ Filing 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 3 / 1 0 / 2 0 1 3

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: Essex Provincial Grand Lodge (Building Fund) Limited

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

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4	Description	<p>Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security</p>	<p>Continuation page Please use a continuation page if you need to enter more details</p>
	Description	Land and buildings at St Giles Masonic Centre 5 St Johns Green Colchester Essex CO2 7EZ	

5	Fixed charge or fixed security	<p>Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
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6	Floating charge	<p>Is the instrument expressed to contain a floating charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes Continue</p> <p><input checked="" type="checkbox"/> No Go to Section 7</p> <p>Is the floating charge expressed to cover all the property and undertaking of the company?</p> <p><input type="checkbox"/> Yes</p>	
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7	Negative Pledge	<p>Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box</p> <p><input type="checkbox"/> Yes</p> <p><input checked="" type="checkbox"/> No</p>	
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MR01

Particulars of a charge

8

Trustee statement ¹

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 THOMPSON SMITH AND PEARSON X
SOLICITORS FOR + ON BEHALF OF THE COMPANY

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

MR01

Particulars of a charge

 **Presenter information**

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name **Graham Wilson**

Company name **Thompson Smith and Puxon**

Address **Stable 6 Stable Road**

Post town **Colchester**

County/Region **Essex**

Postcode **C O 2 7 G L**

Country

DX **3617 Colchester**

Telephone **01206 574431**

 **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 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: 72188

Charge code. 0007 2188 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd October 2013 and created by COLCHESTER MASONIC HALL COMPANY LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 23rd October 2013.

DK

Given at Companies House, Cardiff on 25th October 2013



Companies House



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

DATED

3 October

2013

BETWEEN

THE COLCHESTER MASONIC HALL COMPANY LIMITED

and

ESSEX PROVINCIAL GRAND LODGE (BUILDING FUND) LIMITED

FURTHER CHARGE

Of

Freehold property known as St Giles Masonic Centre,
5 St. John's Green, Colchester, Essex CO2 7EZ

We certify this to be a true copy of the original
Thompson Smith and Puxon
Thompson Smith and Puxon
Solicitors Colchester

Forbes Hall LLP
(Incorporating Stunt Palmer & Robinson)
New City House
71 Rivington Street
London
EC2A 3AY

Tel 020 7729 9111
Ref DRJ/DO/Essex Provincial

THIS FURTHER CHARGE is made on the 3 day of October 2013

BETWEEN

- (1) THE COLCHESTER MASONIC HALL COMPANY LIMITED (Co Regn No 00072188) of St Giles Masonic Centre, 5 John's Green, Colchester, Essex CO2 7EZ ("the Borrower") and
- (2) ESSEX PROVINCIAL GRAND LODGE (BUILDING FUND) LIMITED (Co Regn No 1002384) of 2 Station Court, Station Approach, Wickford, SS11 7AT ("the Lender")

1. DEFINITIONS

In this Deed the following terms shall have the following meanings -

- "Further Advance"** means the sum of £25,000 00, interest on it and all other money from time to time owing on the security of this Deed and any document supplemental to it
- "Property"** means the freehold land and buildings known as St Giles Masonic Centre, 5 St Johns Green, Colchester, Essex CO2 7EZ registered at H M Land Registry with Title absolute under Title number EX844080
- "Interest Rate"** means 2 5% per year variable as hereinafter provided
- "Interest Payment Days"** means 1st August in each year commencing on 1st August 2014
- "Parties"** means the parties to this Deed
- "The Principal Deed"** means a Legal Charge dated 6th November 2009 and made between the parties registered on 4th December 2009 to secure a loan of £41,000 00
- "Original Loan"** means the loan of £41,000 00 secured by the Principal Deed

2. RECITALS

2.1 Charge under the Principal Deed

This Deed is supplemental to the Principal Deed by which the property was charged by the Borrower to the Lender by way of Legal Mortgage

2.2 Agreement for Further Advance

The Lender has agreed to lend to the Borrower the Further Advance on condition that its repayment together with interest is secured in the manner set out in this Deed

3. RECEIPT

The Borrower acknowledges that it is indebted to the Lender for the Further Advance

4. PAYMENT OF PRINCIPAL AND INTEREST

- 4.1 The Borrower shall repay the Further Advance to the Lender together with accrued interest on or before the day of 2013 ("the due date") provided that if the Borrower complies with all obligations hereunder other than in regard to repayment of the Further Advance on the due date the Lender will not during the period of 7 years from the date hereof take any steps to enforce the payment thereof but will accept annual instalments of £3,937.39 variable as hereinafter provided representing principal and interest combined on the Interest Payment Days
- 4.2 The Borrower covenants with the Lender to pay to the Lender interest on the Further Advance (or on so much of it as may be from time to time remain outstanding) at the Interest Rate from the date of this Deed by annual payments in arrears on the Interest Payment Days such interest to be payable as well after as before any demand or judgment or the administration or liquidation of the Borrower

4 2 1 If and whenever at any time or times during the continuance of this security the Lender shall in its absolute discretion consider it to be desirable in the interests of the Lender that the rate of interest payable hereunder shall be raised or lowered the Lender may raise or lower the rate of interest accordingly and thereafter and as often as the Lender shall exercise the power hereby conferred all references and provisions relating to interest herein contained shall be read and have effect as referring to interest at such higher or lower rate

4 2 2 The date from which an alteration in the rate of interest made hereunder shall have effect shall be no earlier than twelve months following service of a notice in writing to the Borrower specifying the amount of such altered rate of interest provided that nothing herein contained shall restrict the power of the Lender to grant a rebate of interest as a concession and such concession shall not be construed as an alteration in the Interest Rate

5. CHARGE

The Borrower with full title guarantee charges the Property by way of Legal Mortgage with the payment of the Further Advance to the Lender

6. DISCHARGE

Neither the charge created by the Principal Deed nor this charge shall be redeemed or discharged except upon payment of all money secured by this charge as well as the payment or discharge of all money and other obligations and liabilities secured by the Principal Deed

7. APPLICATION OF PRINCIPAL DEED

The Borrower and the Lender declare and confirm that all the powers, provisions and covenants contained or implied in or subsisting under the Principal Deed whether in favour of the Borrower or the Lender (except the covenant for payment of principal money and interest) shall be applicable to

secure payment of the Further Advance and the interest on it and to enforce and define the rights of the parties under the security constituted by this deed as if the Further Advance had formed part of the Original Loan

8. VALIDITY, SEVERABILITY AND ENFORCEABILITY

Each of the provisions of this deed is severable and distinct from the others and if at any time one or more of such provisions is or becomes invalid, illegal or unenforceable the validity, legality and enforceability of the remaining provisions shall not be affected or impaired

IN WITNESS whereof the parties hereto have executed this instrument as their deed the day and year first before written

SIGNED as a deed by)
THE COLCHESTER MASONIC)
HALL COMPANY LIMITED)
acting by a Director and the)
Secretary or by two Directors)

Director



D. BOYLAN

Secretary

