



Registration of a Charge

Company name: **H.G. HODGES & SON LIMITED**

Company number: **00613228**



X716P7A1

Received for Electronic Filing: **07/11/2018**

Details of Charge

Date of creation: **29/10/2018**

Charge code: **0061 3228 0018**

Persons entitled: **ALCESTER ESTATES LIMITED**

Brief description: **CHURCH FARM, LONG MARSTON, STRATFORD-UPON-AVON, WARWICKSHIRE AS REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER WK468976 AND LAND TO THE EAST OF LONG MARSTON ROAD, LONG MARSTON AS REGISTERED AT HM LAND REGISTRY WITH TITLE NUMBER WK383933.**

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: **SCOTT PARMENTER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 613228

Charge code: 0061 3228 0018

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th October 2018 and created by H.G. HODGES & SON LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 7th November 2018 .

Given at Companies House, Cardiff on 9th November 2018

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

29th October

2018

H G HODGES & SON LIMITED (1)

and

ALCESTER ESTATES LIMITED (2)

LEGAL CHARGE

relating to
Land to the east of Long Marston Road
Long Marston



Number Ten Elm Court
Arden Street
Stratford upon Avon
CV37 6PA

Tel 01789 293259

HM LAND REGISTRY

LAND REGISTRATION ACT 2002

Administrative area	Warwickshire : Stratford upon Avon
Title number(s)	WK468976 and WK383933
Property	Land to the east of Long Marston Road Long Marston Warwickshire comprised within the above title numbers

THIS LEGAL CHARGE is made the 24th day of October 2018

BETWEEN:

- (1) **H G HODGES & SON LIMITED** (company number 00613228) whose registered office is at 15 Warwick Road Stratford upon Avon Warwickshire CV37 6YW ('the Borrower') and
- (2) **ALCESTER ESTATES LIMITED** (company number 00617725) whose registered office is at Number Ten Elm Court Arden Street Stratford upon Avon Warwickshire ('the Lender')

BACKGROUND

- A The Lender has agreed under the Facility Agreement to provide the Borrower with loan facilities on a secured basis.
- B The Borrower owns the Property.
- C Under this Deed the Borrower provides security to the Lender for the loan facilities made or to be made available under the Facility Agreement.

1 DEFINITIONS AND INTERPRETATION

For all purposes of this legal charge the terms defined in this clause 1 have the meanings specified.

1.1 ‘The Facility Agreement’

‘The Facility Agreement’ means the facility agreement dated 29th October 2018 between the Borrower and the Lender for the provision of the loan facilities secured by this Deed.

1.2 Gender, personality and number

Unless the context otherwise requires:

- 1.2.1 the singular includes the plural and vice versa;
- 1.2.2 references to persons includes references to firms, companies, corporations or limited liability partnerships and vice versa; and
- 1.2.3 references in the masculine gender include references in the feminine or neuter genders and vice versa.

1.3 Headings

The clause and schedule headings do not form part of this document and are not to be taken into account in its construction or interpretation.

1.4 ‘The Interest Payment Days’

‘The Interest Payment Days’ means 31st January and 31st July.

1.5 ‘The Interest Rate’

‘The Interest Rate’ means the Law Society interest rate from time to time.

1.6 Interpretation of ‘the Borrower’ and ‘the Lender’

Unless the context otherwise requires the expressions ‘the Borrower’ and ‘the Lender’ include their respective successors and assigns whether immediate or derivative and where appropriate the survivors or survivor of them and where either party comprises two or more persons include any one or more of those persons.

1.7 Joint and several liability

Where any party to this deed for the time being comprises two or more persons, obligations expressed or implied to be made by or with that party are deemed to be made by or with the persons comprising that party jointly and severally.

1.8 Obligation not to permit or suffer

Any covenant by the Borrower not to do anything includes an obligation to use reasonable endeavours not to permit or suffer that thing to be done by another person.

1.9 ‘The Planning Acts’

‘The Planning Acts’ means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Consequential Provisions) Act 1990, the Planning (Hazardous Substances) Act 1990, the Planning and Compensation Act 1991, the Planning and Compulsory Purchase Act 2004.

1.10 ‘The Present Advance’

‘The Present Advance’ means the sum of One hundred thousand pounds (£100,000.00) together with such additional advances as shall total (in the maximum) the sum of Three hundred thousand pounds (£300,000.00).

1.11 ‘The Principal’

‘The Principal’ means the Present Advance and the Further Advances.

1.12 ‘The Property’

‘The Property’ means the property specified in the Schedule and all buildings, erections, structures, fixtures, fittings and appurtenances on the Property from time to time.

1.13 ‘The Redemption Date’

‘The Redemption Date’ means 31st August 2020.

1.14 References to clauses

Any reference in this document to a clause without further designation is to be construed as a reference to the clause of this document so numbered.

1.15 References to statutes

Unless expressly stated to the contrary, any reference to a specific statute includes any statutory extension or modification, amendment or re-enactment of that statute and any regulations or orders made under it, and any general reference to a statute includes any regulations or orders made under that statute.

1.16 'VAT'

'VAT' means value added tax or any other tax of a similar nature and unless otherwise expressly stated all references to sums payable by the Borrower are exclusive of VAT.

2 RECITALS

2.1 Title

The Borrower is the estate owner absolute in possession in respect of the fee simple of the Property described in the Schedule.

2.2 Agreement to lend

The Lender has agreed to make to the Borrower the Present Advance and also from time to time to advance to him the Further Advances on having repayment of all such advances with interest secured in the manner set out in this document.

3 PAYMENT OF PRINCIPAL, INTEREST AND COSTS

In consideration of the Present Advance now paid by the Lender to the Borrower (receipt of which the Borrower acknowledges) and of the covenant by the Lender contained in clause 4, the Borrower covenants with the Lender as set out in this clause 3.

3.1 Payment of principal

The Borrower covenants with the Lender to pay the Principal to the Lender free from any legal or equitable right of set-off on the Redemption Date.

3.2 Interest

Payment of interest

The Borrower covenants with the Lender to pay to the Lender interest on the Principal at the Law Society interest rate in two instalments annually the first instalment being payable on 31st January 2019 and the second instalment being payable on 31st July 2019 and thereafter six monthly.

3.3 Costs, charges, expenses and other liabilities

Payment of costs, charges, expenses and other liabilities

The Borrower covenants with the Lender to pay to the Lender on demand, and on a full and unlimited indemnity basis, all costs, charges, expenses and liabilities paid and incurred by the Lender (whether directly or indirectly) in relation to the security constituted by and the obligations owed under and associated with this deed (including all commission, legal and other professional costs and fees and disbursements and VAT on them) together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the Interest Rate, such interest to be payable in the same manner as interest on the Principal.

4 LEGAL CHARGE

The Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage with payment or discharge of all money and other obligations and liabilities in this deed covenanted to be paid or discharged by the Borrower or otherwise secured by this deed.

5 LENDER'S POWERS AND RIGHTS

5.1 Exercise of statutory powers

5.1.1 Exclusion of Section 103

The Law of Property Act 1925 Section 103 shall not apply to this security.

5.1.2 Enforcement of security and exercise of power of sale

At any time after the money secured by this deed has become due and payable the security shall be immediately enforceable and the Lender's power of sale as amended or varied by this deed shall be immediately exercisable in respect of the whole or any part of the Property without the restrictions contained in the Law of Property Act 1925 as to the giving of notice or otherwise.

5.2 Extension of statutory powers

5.2.1 Power of sale

The power of sale conferred upon mortgagees by the Law of Property Act 1925 shall be extended so as to authorise any person exercising it to do so by selling the Property or

any part of it in such manner and on such conditions as to payment of the purchase price and otherwise as the Lender may think fit.

5.2.2 Powers of leasing and accepting surrenders

By way of extension of the powers contained in the Law of Property Act 1925 Sections 99 and 100 the Lender shall at any time or times hereafter (and whether or not he has entered into or is in possession of the Property or has appointed a receiver who is still acting) be entitled to grant or vary or reduce any sum payable under, or accept surrenders of, leases of the Property or any part or parts of it or agree to do so without restriction in such manner and on such terms and conditions as the Lender shall think fit. For the purposes of the exercise of these powers the provisions of the Law of Property Act 1925 Section 99 shall be deemed to have been enacted with the omission of the Law of Property Act 1925 Section 99(18).

5.2.3 General

At any time after this security has become enforceable and notwithstanding the appointment of any receiver the Lender may at his absolute discretion exercise any power which a receiver appointed by him could exercise.

5.2.4 Exclusion of liability

The powers referred to in or granted or varied or extended by this clause 5.2 shall be exercisable free from any liability on the part of the Lender or the person exercising them to the Borrower or any other interested person, whether in contract, tort or otherwise.

5.3 Power to appoint a receiver

5.3.1 Appointment

At any time after this security becomes enforceable, or at the request of the Borrower, the Lender may by writing under hand appoint any person or persons to be a receiver of all or any part of the Property.

5.3.2 Removal

The Lender may at any time and from time to time by writing under hand remove any receiver so appointed and appoint another in his place or appoint an additional person as receiver.

5.3.3 Remuneration

The Lender may, either at the time of appointment or at any time subsequently and from time to time, fix the remuneration of any receiver so appointed.

5.3.4 Restrictions

None of the restrictions imposed by the Law of Property Act 1925 in relation to the appointment of receivers or as to the giving of notice or otherwise shall apply.

5.3.5 Power to act severally

Where more than one receiver is appointed they shall have the power to act severally.

5.3.6 Agency

Any receiver appointed under this clause 5.3 shall be the agent of the Borrower for all purposes and the Borrower shall be solely responsible for his acts or defaults and for his remuneration.

5.3.7 General powers

Any receiver appointed under this clause 5.3 shall have all the powers conferred on mortgagees or receivers by the Law of Property Act 1925 (but without the restrictions contained in the Law of Property Act 1925 Section 103) and on administrative receivers by the Insolvency Act 1986 Schedule 1 except to the extent to which those powers are expressly or impliedly excluded by the terms of this deed. In the event of ambiguity or conflict the terms of this deed will prevail.

5.3.8 Specific powers

In addition to the powers referred to in clause 5.3.7 any receiver appointed under this clause 5.3 shall have power at his discretion, to such extent and upon such terms as he may in his absolute discretion think fit, and notwithstanding the administration or liquidation or, as appropriate, bankruptcy, death or insanity of the Borrower, to do or omit to do anything which the Borrower could do or omit to do in relation to all or any part of the Property. In particular (but without limitation) any such receiver shall have the power:

- 5.3.8.1 to take possession of, collect and get in all or any part of the Property and for that purpose bring any proceedings in the name of the Borrower or otherwise;

- 5.3.8.2 to manage or carry on or concur in carrying on any business of the Borrower;
- 5.3.8.3 to raise or borrow money (whether from the Lender or otherwise) to rank for payment in priority to this security and with or without a charge on all or any part of the Property;
- 5.3.8.4 to sell (whether by public auction or private contract or otherwise), lease, vary, renew or surrender leases or accept surrenders of leases (without needing to observe the provisions of the Law of Property Act 1925 Sections 99 and 100) of, or otherwise dispose of or deal with all or any part of, the Property or of rights associated with all or any part of the Property or to concur in so doing whether in the name or on behalf of the Borrower or otherwise;
- 5.3.8.5 to seize and sever all or any fixtures at or in the Property other than, to the extent the Borrower comprises an individual or individuals, trade machinery as defined by the Bills of Sale Act 1878 and sell the same separately from the Property or its site;
- 5.3.8.6 to settle, arrange, compromise or submit to arbitration any accounts, claims, questions or disputes whatsoever which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;
- 5.3.8.7 to bring, take, defend, compromise, submit to arbitration or discontinue any actions, suits or proceedings whatsoever whether civil or criminal which may arise in connection with any business of the Borrower or the Property or in any way relating to this security;
- 5.3.8.8 to disclaim, abandon or disregard all or any outstanding contracts of the Borrower and to allow time for payment of any debts either with or without security;
- 5.3.8.9 to repair, insure, manage, protect, improve, enlarge, develop, build, complete or reconstruct or replace all or any part of the Property and to apply for and obtain any appropriate permissions, approvals, consents or licences;
- 5.3.8.10 to acquire by purchase, lease or otherwise any further property, assets or rights;
- 5.3.8.11 to appoint, employ and dismiss managers, officers, contractors and agents; and
- 5.3.8.12 to do (whether in the name of the Borrower or otherwise) all such other acts and things as he may consider necessary or desirable for the preservation, management,

improvement or realisation of the Property or as he may consider incidental or conducive to any of the above matters or to the exercise of any of the above powers.

5.3.9 Application of money

All money received by any receiver shall be applied by him in the following order:

5.3.9.1 in payment of the costs, charges and expenses of and incidental to the appointment of the receiver and the exercise of all or any of his powers and of all outgoings paid by him (including preferential debts);

5.3.9.2 in payment to the receiver of such remuneration as may be agreed between him and the Lender at, or at any time and from time to time after, his appointment;

5.3.9.3 in or towards satisfaction of the amount owing on this security with the surplus (if any) being paid to the Borrower or other persons entitled to it.

5.4 Right to consolidate

The Law of Property Act 1925 Section 93 (restricting the Lender's right of consolidation) shall not apply to this security.

6 PROTECTION OF THOSE DEALING WITH LENDER OR RECEIVER

No person dealing with the Lender or any receiver appointed by him shall be concerned bound or entitled to inquire or be affected by notice as to any of the following matters:

6.1 whether this security has become enforceable;

6.2 whether any power exercised or purported to be exercised under this mortgage has arisen or become exercisable;

6.3 the propriety, regularity or purpose of the exercise or purported exercise of any such power;

6.4 whether any money remains due under the security; or

6.5 the necessity or expediency of the stipulations and conditions subject to which any disposition shall be made

and the receipt of the Lender or any receiver for any money shall effectually discharge the person paying from such matters and from being concerned to see to the application or being answerable for the loss or misapplication of such money.

7 INDULGENCE AND WAIVER

The Lender may at any time or times without discharging or diminishing or in any way prejudicing or affecting this security or any right or remedy of the Lender under this mortgage grant to the Borrower, or to any other person, time or indulgence, further credit, loans or advances or enter into any arrangement or variation of rights or, either in whole or in part, release, abstain from perfecting or enforcing or neglect or fail to perfect or enforce any remedies, securities, guarantees or rights which he may now or subsequently have from or against the Borrower or any other person.

8 DEMANDS AND NOTICES

8.1 Form and mode of deemed service

A demand or notice by the Lender under this mortgage must be in writing and shall be deemed to have been properly served on the Borrower if served personally on:

- 8.1.1 the Borrower if an individual; or
- 8.1.2 any one of the directors or the secretary of the Borrower if a limited company; or
- 8.1.3 any member of the Borrower if a limited liability partnership

or by first class letter post or fax addressed to the Borrower at or by delivery to his usual or last known place of abode or business or as appropriate its registered office or at any of its principal places of business.

8.2 Method of service

Service shall be deemed to be effected notwithstanding the death or as appropriate dissolution of the Borrower:

- 8.2.1 at 1000 hours on the second business day (being a day when the United Kingdom clearing banks are open for business in the City Of London) immediately following the day of posting if given by first class letter post irrespective of the time or date of actual delivery or of lack of delivery;

- 8.2.2 when dispatched if given by fax; and
- 8.2.3 when left at the property concerned if delivered.

8.3 Other methods of service

The methods of service described in clause 9.1 are in addition, and without prejudice, to any other method of service prescribed or permitted by law and in particular to the provisions of the Law of Property Act 1925 Section 196.

8.4 Multiple borrowers

If the expression 'the Borrower' includes more than one person, service on any one person shall be deemed to constitute service upon all such persons.

9 VALIDITY AND SEVERABILITY

9.1 Enforceability

Each of the provisions of this mortgage 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.

9.2 Lack of capacity

If this mortgage is executed by or on behalf of more than one person and any one or more of those persons is not bound by its provisions (whether by reason of lack of capacity or improper execution or for any other reason), the remaining parties shall continue to be so bound as if those who are not bound had not been parties to the security.

10 EXCLUSION OF THIRD PARTY RIGHTS

Nothing in this mortgage is intended to confer any benefit on any person who is not a party to it.

11 GOVERNING LAW AND JURISDICTION

11.1 Construction

This mortgage shall be governed by and construed in accordance with English law.

11.2 Jurisdiction of English courts

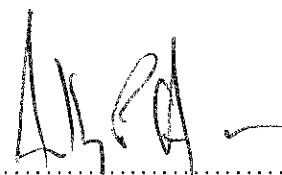
It is irrevocably agreed for the exclusive benefit of the Lender that the courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this mortgage and that accordingly any suit, action or proceeding arising out of or in connection with this mortgage may be brought in such courts.

11.3 Jurisdiction of other courts

Nothing in this clause 11 shall limit the Lender's right to take proceedings against the Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

IN WITNESS whereof the parties have hereto set their hands the day and year first before written.

Signed as a Deed by the said
H G Hodges & Son Limited
acting Anthony Peter Hodges
a Director in the presence of:-



Director

Witness Signature

Witness Name (printed) ... Scott PARMENTER

Address ... NUMBER TEN ELM COURT

ARDEN STREET, STRATFORD UPON AVON CV3 7 6 PA

Occupation ... TRANCE SOUNTEER

Signed as a Deed by the said
Alcester Estates Limited
acting by Kenneth James Weightman Woolley
a Director in the presence of:-



Director

Witness Signature ... P.T Williams

Witness Name (printed) ... Pamela Tracey Williams

Address ... Number Ten Elm Court

Arden Street Stratford on Avon

Occupation ... Legal Secretary

SCHEDULE

THE PROPERTY

That land forming part of Church Farm Long Marston Stratford upon Avon Warwickshire as the same is registered with title number WK468976 and land being land to east of Long Marston Road Long Marston as the same is registered with absolute title under title number WK383933.