023557/23

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

Companies House

Go online to file this information
www.gov.uk/companieshouse

A fee is be payable wi
Please see 'How to pay'

SATURDAY

A77R2AA5
A21 09/06/2018 #18
COMPANIES HOUSE

✓ **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**
You may not use this form register a charge where t instrument. Use form MR

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. **Do not send the original.**

1 Company details

For official use: 1 0 5

Company number	0 6 8 6 7 3 4
Company name in full	Robert Hitchins Limited

→ **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	d 0 d 7 m 0 m 6 y 2 y 0 y 1 y 8

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	Paul Anthony Masek
Name	Katharine Anna Carter
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.

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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.

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.

Brief description

Land on the east side of Brook Lane, Down Hatherley, Gloucestershire

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**

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 ❶

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.

☐

❶ This statement may be filed after the registration of the charge (use form MR06).

9 Signature

Please sign the form here.

Signature

Signature

X X

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: Robyn Evans
Company name: Robert Hitchins Group Limited Legal Department
Address: The Manor
Boddington
Post town: Cheltenham
County/Region: Gloucestershire
Postcode: G L 5 1 0 T J
Country: UK
DX:
Telephone: 01242 680694

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 £23 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.gov.uk/companieshouse or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.gov.uk/companieshouse

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 686734

Charge code: 0068 6734 0105

The Registrar of Companies for England and Wales hereby certifies that a charge dated 7th June 2018 and created by ROBERT HITCHINS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th June 2018.

Given at Companies House, Cardiff on 15th June 2018

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES

DATE 7th June 2018

LEGAL CHARGE

relating to

land on the east side of Brook Lane, Down Hatherley, Gloucestershire

between

ROBERT HITCHINS LIMITED

and

PAUL ANTHONY MASEK and **KATHARINE ANNA CARTER**

Certified as a true and faithful copy of the original

Signed

08.06.2018

Dated

LAND REGISTRY

LAND REGISTRATION ACT 2002

CHARGE OF WHOLE

ADMINISTRATIVE DISTRICT	:	GLOUCESTERSHIRE
TITLE NUMBERS	:	GR243656
PROPERTY	:	land on the east side of Brook Lane, Down Hatherley Gloucestershire
DATE	:	7th June 2018

1. Parties

1.1. **ROBERT HITCHINS LIMITED** of The Manor Boddington Cheltenham Gloucestershire GL51 0TJ ("Borrower")

1.2. **PAUL ANTHONY MASEK** of 16 Hailes Street, Winchcombe, Gloucestershire GL54 5HUand **KATHARINE ANNA CARTER** of Little Arley, Birtsmorton, Malvern, Worcestershire WR13 6AR ("Lender")

2. Definitions

In this Deed the following expressions shall have the meanings given to them below:

2.1. **"Advance"** the sum of two hundred and fifty thousand pounds (£250,000.00) payable in accordance with clause 11.2 of the Contract

2.2. **"Contract"** the contract dated [24th may] 2018 between (1) the Lender and (2) the Borrower relating to the sale and purchase of the Property

2.3. **"Planning Agreement"** an agreement (including without limitation a unilateral or other undertaking) pursuant to Section 106 or Section 106A of the Town and Country Planning Act 1990 (as amended) and/or the Local Government (Miscellaneous Provisions) Act 1982 Section 33 and/or the Local Government Act 1972 Section 111 and/or the Public Health Act 1936 Section 18

2.4. **"Property"** the land on the east side of Brook Lane, Down Hatherley Gloucestershire comprised in Land Registry title number GR243656.

2.5. **"Repayment Date"** [6th June] 2019 (in accordance with clause 11.2 of the Contract)

2.6. **"Works Agreement"** any agreement that is made under one or more of Sections 38 and/or 278 Highways Act 1980 and Section 104 Water Industry Act 1991 or under the Gas Act 1980 or the Water Act 1989 or any statutory provision with a similar purpose; or any agreement with a relevant authority about water supply to and drainage of foul and surface water and effluent; or any agreement (including grant of easements) relating to the installation of service media and for the provision and supply of utility services (including telephone and cable television); or any agreement relating to access for such works

3. Interpretation

In this Deed unless the context otherwise requires

3.1. the singular includes the plural and vice versa

3.2. the masculine gender includes the feminine and neuter genders and vice versa

3.3. references to persons include firms companies corporations authorities or other bodies and vice versa

3.4. references to Acts of Parliament Statutory Instruments or Government Circulars or Sections or Paragraphs of such Acts Statutory Instruments or Government Circulars include any re-enactments amendments or replacements of them

4. Legal Charge

In consideration of the Lender having agreed to leave the amount of the Advance outstanding pursuant to clause 11.2 of the Contract, (as the Borrower acknowledges) the Borrower with the intention that the Advance should be secured by this charge and with full title guarantee charges the Property by way of legal mortgage with payment of the Advance and all other sums (if any) becoming due under this Deed.

5. Payment Covenants

The Borrower covenants with the Lender:

5.1. to pay the Advance to the Lender on or before the Repayment Date.

5.2. to repay on demand all costs and expenses of whatever nature properly incurred by the Lender in preserving this security and in connection with the actual or intended exercise of any of the Lender's powers under this Deed.

5.3. to pay to the Lender interest at the rate of 4% above the base rate of Barclays Bank PLC on the Advance for any period of delay in repayment of the Advance to the Lender beyond the Repayment Date

6. Borrower's Covenants

The Borrower covenants with the Lender:

6.1. to pay all rates taxes assessments and outgoings charged on or otherwise payable in respect of the Property

6.2. not to create any mortgages or charges or liens over or affecting the Property or otherwise encumber the Property

7. Consolidation and Power of Sale

The power of sale and all other statutory powers vested in the Lender shall arise and become exercisable 30 days after the date of this Deed in favour of a purchaser or other party dealing with the Lender for value provided that the Lender will not (unless the Borrower is in default of any of the provisions of this Charge where such breach is not rectified within 14 days after notice of breach being served on the Borrower) take any steps to enforce the security constituted by this Charge until after the Repayment Date

8. Restriction

The Borrower consents to an application being made by the Lender to the Land Registrar for the following restriction in Form P to be registered against its title to the Property:

> "No disposition of the registered estate by the proprietor of the registered estate, or by the proprietor of any registered charge, not being a charge registered before the entry of this restriction, is to be registered without a written consent signed by the proprietor for the time being of the charge dated [7th June] 2018 in favour of Paul Anthony Masek and Katharine Anna Carter referred to in the charges register or their conveyancer"

9. Entry into Works Agreements and/or Planning Agreements

9.1. Without consideration or charge to the Borrower, on request by the Borrower, the Lender covenants to consent to Borrower entering into any Planning Agreement and/or any Works Agreement relating to the Property (with or without other land)

9.2. On request by the Borrower, (and at the Borrower's cost) the Lender shall within 10 working days of receipt of documentation in a form which complies with this clause 9 in its capacity as Lender only enter into any Planning Agreement and/or Works Agreement as may reasonably be required by the Borrower in relation to the Property (with or without other land) subject to the Lender being indemnified against all reasonable and proper legal costs and expenses of the Lender in completing any such Works Agreement and subject to the Borrower indemnifying the Lender against all costs claims demands actions proceedings losses and expenses and liability arising from such agreement (other than costs claims demands actions proceedings losses and expenses and liability arising from the Borrower's breach or non-performance of its obligations in such agreement).

10. Release

The Lender covenants with the Borrower that the Lender will at the request of the Borrower execute a release of this Charge on receipt of all monies due under this Charge

IN WITNESS WHEREOF *this Charge has been executed as a Deed by the parties the day* and year first before written

Signed as a **DEED** by
PAUL ANTHONY MASEK

in the presence of:

Witness Signature: .....
Witness Name: PAUL HASLETT
Witness Address: 4 REDMARLEY ROAD GLS2 5GA

Signed as a **DEED** by
KATHARINE ANNA CARTER .....K.A. Carter.....

in the presence of:

Witness Signature: .....
Witness Name: ...JASON MAHON.....
Witness Address: 21 STANWICK GARDENS, CHELTENHAM

EXECUTED AS A DEED
by **ROBERT HITCHINS LIMITED**
acting by two Directors or by a Director
and its Secretary

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