

216355/23

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 payable with this form
Please see 'How to pay'



A13

A72RUSP6

29/03/2018

#394

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 for**
You may not use this form to
register a charge where
instrument. Use form M

THURSDAY

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

Company number 0 1 1 8 4 3 6 8

Company name in full A & C DUNKLEY (BOSCOMBE) LIMITED

For official use

→ **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 2 8 0 3 2 0 1 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 ELLIOTT HERON LIMITED (Co No 09152059)

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

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

Legal Charge over nos 4,6 and 10 Kemp Road Winton Bournemouth BH9 2PW registered at the Land Registry under titles numbered DT 104733 and DT 411314

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 ^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).

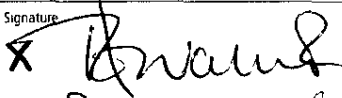
9

Signature

Please sign the form here.

Signature

Signature


Solicitors for Company

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	S.J. Nethercott
Company name	Harold G Walker
Address	196a-200a The Broadway
Post town	Broadstone
County/Region	Dorset
Postcode	B H 1 8 8 D R
Country	UK
DX	
Telephone	01202 692448



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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 1184368

Charge code: 0118 4368 0011

The Registrar of Companies for England and Wales hereby certifies that a charge dated 28th March 2018 and created by A. & C. DUNKLEY (BOSCOMBE) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th March 2018.

Given at Companies House, Cardiff on 7th April 2018



Companies House



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

Land Registry

Legal charge of a registered estate

CH1

This form should be accompanied by either Form AP1 or Form FR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Conveyancer is a term used in this form. It is defined in rule 217A, Land Registration Rules 2003 and includes persons authorised under the Legal Services Act 2007 to provide reserved legal services relating to land registration and includes solicitors and licensed conveyancers.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the borrower is a company.

We certify that this is a true and complete copy of the original document

Dated
Signed.

Harold G. Walker Solicitors
196a-200a The Broadway

Give full name(s).

Complete as appropriate where the lender is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each proprietor may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: DT104733 and DT411314
2	Property: 4 6 and 10 Kemp Road Bournemouth BH9 2PW
3	Date: 26 March 2018
4	Borrower: A & C Dunkley (Boscombe) Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 01184368 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Lender for entry in the register: Elliott Heron Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 09152059 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
6	Lender's intended address(es) for service for entry in the register: Midland House 2 Poole Road Bournemouth BH2 5PY

Place 'X' in any box that applies.

Add any modifications.

Place 'X' in the appropriate box(es).

You must set out the wording of the restriction in full.

Standard forms of restriction are set out in Schedule 4 to the Land Registration Rules 2003.

Insert details of the sums to be paid (amount and dates) and so on.

7	The borrower with ☒ full title guarantee ☐ limited title guarantee charges the property by way of legal mortgage as security for the payment of the sums detailed in panel 9
8	☐ The lender is under an obligation to make further advances and applies for the obligation to be entered in the register ☒ The borrower applies to enter the following standard form of restriction in the proprietorship register of the registered estate: No disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the charge dated <u>26 March</u> 2018 in favour of Elliott Heron Limited referred to in the charges register, or, if appropriate, signed on such proprietor's behalf, by its secretary or its conveyancer.
9	Additional provisions 9.1 Borrower's Obligations The Borrower shall, on demand, pay to the Lender and discharge the Borrower's Obligations (as defined below). In this deed "Borrower's Obligations" means all present and future monies, obligations and liabilities of the Borrower to the Lender, whether actual or contingent and whether owed jointly or severally, as principal or surety or in any other capacity, and whether or not the Lender was the original creditor in respect thereof, and including (without limitation): 9.1.1 The Borrower has received from the Lender the sum of Four Hundred and Sixteen Thousand Seven Hundred and Twenty Pounds (£416,720.00) (hereinafter called "the Advance") and which is in part payment of the sums due to the Borrower under the provisions of an Agreement dated 15th January 2018 and made between the Borrower (1) Scott Arran Mitchell Dunkley and Nicola Anne Lowe (2) and the Lender (3) which relates to the sale of the Property (together with other property) to the Lender as varied by an Agreement dated the day of March 2018 and made between the same parties (hereinafter called "the Supplemental Agreement") and pending completion of the sale negotiated therein the Borrower has agreed to pay interest to the Lender at the rate of Two Thousand Pounds (£2,000.00) per calendar month payable monthly on the first day of each calendar month until repayment of the Advance; 9.1.2. Provided that the Borrowers Obligations herein set out shall otherwise be complied with the Advance shall not be repayable until completion of the sale in accordance with the provisions of the Agreement as varied by the Supplemental Agreement and in which case the Advance shall form part of the purchase price of the Property 9.1.3 The Borrower shall pay any expenses, fees, costs, charges and liabilities paid and incurred by the Lender (on a full indemnity basis and with interest from the date of payment) whether incurred directly or indirectly in relation to the security constituted by and the obligations owed under

and associated with this deed or any other agreement or deed to which the Lender and Borrower are party (including all commission, legal fees, other professional fees, disbursements and VAT thereon together with interest from the date when the Lender becomes liable for them until payment by the Borrower at the interest rate applicable including but not limited to

- (a) exercising, enforcing and preserving any rights under;
- (b) administering, managing and monitoring the provisions of;
- (c) granting any release, consent, waiver or amendment in respect of; and
- (d) processing the redemption of any loan made under;

any agreement or deed to which the Lender and Borrower are party or any security granted by the Borrower to Lender from time to time;

9.1.4 The Borrower shall pay any expenses the Lender or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with the Property in protecting, enforcing or exercising any power under this deed.

9.2 Charge

As a continuing security for the payment and discharge of the Borrower's Obligations, the Borrower with full title guarantee charges to the Lender:-

9.2.1 by way of legal mortgage, the Property; and

9.2.2 by way of fixed charge:

9.2.2.1 all rents receivable from any lease granted in respect of the Property;

9.2.2.2 all plant and machinery at the Property, including any associated warranties and maintenance contracts;

9.2.2.3 the proceeds of any insurance affecting the Property;

in each case whether owned by the Borrower now or in the future.

9.3 Restrictions relating to the Property (or any part of it)

The Borrower will not, without the Lender's written consent:-

9.3.1 permit or create any mortgage, charge or lien on (or over) the Property PROVIDED that the Lender shall not withhold its consent to the creation of a Second Charge over the Property where this legal charge shall rank in priority. ;

9.3.2 dispose of the Property;

9.3.3 grant, or accept a surrender of, any lease or licence in respect of the Property or consent to a tenant assigning or subletting the Property (save that the Borrower may accept surrenders of and grant new Assured shorthold tenancies of the property falling within Title Number DT 411314);

9.3.4 further part with or share possession or occupation of the Property save

as permitted in clause 9.3.3.;

9.4 Land Registry

9.4.1 The Borrower and the Lender apply to the Land Registry to enter a restriction in the form contained in Panel 8 of this Charge.

9.4.2 The Lender may also register any proprietary arrangements at the Land Registry which will then be publicly available.

9.5 Property Undertakings

The Borrower will:-

9.5.1 permit the Lender at any time to inspect the Property;

9.5.2 keep all Property of an insurable nature comprehensively insured (including if requested by the Lender, full value terrorism cover) to the Lender's reasonable satisfaction for its full reinstatement cost. In default, the Lender may arrange insurance at the Borrower's expense;

9.5.3 hold on trust for the Lender all proceeds of any insurance of the Property. At the Lender's option, the Borrower will apply the proceeds in making good the relevant loss or damage, or to reduce the Borrower's Obligations;

9.5.4 where required by the Lender, deposit with the Lender all insurance policies (or copies where the Lender agrees), and all deeds and documents of title relating to the Property;

9.5.5 keep the Property in good condition;

9.5.6 not, without the Lender's written consent, undertake any demolition or carry out any development at or make any alterations of whatsoever nature to the Property;

9.6 Possession and Exercise of Powers

9.6.1 The Lender does not have an immediate right to possession of the Property or its income (and will not be considered to be taking possession if it enters to inspect or repair the Property). The Borrower will continue in possession of the Property until the Lender takes possession;

9.6.2 At any time after any of the Borrower's Obligations become due, if the Lender makes a demand and the Borrower shall fail to comply with the Borrower's Obligations, the Lender may then take possession of the Property and exercise any of its other powers;

9.6.3 Any purchaser or third party dealing with the Lender or receiver may assume that the Lender's powers have arisen and are exercisable without proof that demand has been made;

9.6.4 The Lender will not be liable to account to the Borrower for any money not actually received by the Lender;

9.7 Appointment of Receiver

The Lender may appoint or remove a receiver or receivers of the Property. If the Lender appoints a receiver, the Lender may fix and pay the receiver's fees and expenses. The receiver will be the Borrower's

agent and the Borrower (and not the Lender) will be responsible for the acts, defaults and remuneration of the receiver.

9.8 Powers of the Lender and of the Receivers

9.8.1 The Lender or any receiver may:

- 9.8.1.1 carry on the Borrower's business that is conducted at the Property (if any);
- 9.8.1.2 enter, take possession of, and/or generally manage the Property;
- 9.8.1.3 complete any unfinished works or carry out any new works of building, reconstruction, maintenance or repair on the Property;
- 9.8.1.4 purchase any land or other property and purchase, grant or release any interest in or right over land, or the benefit of any covenants affecting any land. References to land or Property include land or other property that is purchased by the Lender or a receiver under this power;
- 9.8.1.5 sell, lease, grant individual leases if and when appropriate, surrender or accept surrenders of leases, charge or deal with the Property all without restriction, including disposing of any fixtures separately;
- 9.8.1.6 complete any transactions by executing any deeds or documents in the name of the Borrower;
- 9.8.1.7 take, continue or defend any proceedings and enter into any arrangement or compromise;
- 9.8.1.8 insure the Property and any works, arrange indemnity and other similar insurance, and obtain bonds and give counter-indemnities and other security in connection with this;
- 9.8.1.9 employ advisers, consultants, managers, agents, workmen and others;
- 9.8.1.10 purchase or acquire materials, tools, equipment, furnishing, goods or supplies; and
- 9.8.1.11 do any acts which the Lender or a receiver considers to be incidental or beneficial to the exercise of their powers.

9.8.2 Joint receivers may exercise their powers jointly or separately.

9.8.3 A receiver will first apply any money received from the Property towards the repayment of all money that the receiver has borrowed and secondly in payment of the receiver's fees and expenses. The receiver will then apply any remaining money received as required by law.

9.8.4 The Lender may exercise any of its powers even if a receiver has been appointed.

9.8.5 The receiver may dispose of any of the Borrower's assets (not charged by this deed) that are at the Property. If the receiver does this, it will pay the proceeds to the Lender, after the deduction of any fees or expenses incurred in the sale. The proceeds received by the Lender will be a debt owed by the Lender to the Borrower.

9.8.6 The Lender may set off any amount due from the Borrower against any amount owed by the Lender to the Borrower. The Lender may exercise this right, without prior notice, both before and after demand. For this purpose, the Lender may convert an amount in one currency to another, using its market rate of exchange at the relevant time.

9.8.7 Any credit balance with the Lender will not be repayable or capable of being disposed of, charged or dealt with by the Borrower, until the Borrower's Obligations, both before and after demand, have been paid in full. The Lender allowing the Borrower to make withdrawals will not waive this restriction.

9.8.8 Section 103 of the Law of Property Act 1925 shall not apply and the Lender (or any receiver) may exercise its power of sale and other powers under that or any other Act or this deed at any time after the date of this deed.

9.9 Application of Payments

9.9.1 The Lender may apply any payments received from or on behalf of the Borrower to reduce any of the Borrower's Obligations, as the Lender may decide.

9.9.2 If the Lender receives notice of any charge or other interest affecting the Property, the Lender may suspend the Borrower's account(s) and open a new account or accounts. Regardless of whether the Lender suspends the account(s), any payments received by the Lender after the date of that notice will be applied first to repay any of the Borrower's Obligations arising after that date.

9.10 Preservation of other Security and Rights and Further Assurance

9.10.1 This deed is in addition to any other security for the Borrower's Obligations held by the Lender now or at any time in the future. The Lender may consolidate this deed with any other security so that they have to be redeemed together, but it will not merge with or prejudice any other security or the Lender's other rights.

9.10.2 On request, the Borrower will execute any deed or document, or take any other action required by the Lender, to perfect or enhance the Lender's security under this deed.

9.11 Power of Attorney

To give effect to this deed and to secure the exercise of any of their powers, the Borrower irrevocably appoints the Lender and separately any receiver, to be the Attorney of the Borrower (with full power of substitution and delegation), in the Borrower's name and on the Borrower's behalf and as the Borrower's act and deed to sign or execute any documents, deeds and other instruments, or take, continue or defend any proceedings.

9.12 More than One Borrower

Where the Borrower is more than one entity the Borrower's Obligations include their joint and several liabilities. References to Borrower are to them together or separately.

9.13 Consents, Notices and Demands

- 9.13.1 All consents, notices and demands must be in writing
- 9.13.2 The Lender may deliver a notice or demand to the Borrower at its registered office or at the contact address last provided by the Borrower to the Lender
- 9.13.3 A notice or demand signed by an authorised signatory or representative of the Lender will be effective at the time of personal delivery; on the second business day after posting; or if sent by fax, at the time of sending if sent before 6.00 p.m. on a business day or otherwise on the next business day. A business day is a weekday other than a national holiday.
- 9.13.4 A notice from the Borrower to the Lender will be effective on receipt.

9.14 Transfers and Assignment

- 9.14.1 The Lender may assign the benefits of this deed to any third party or allow any person or entity to take over any of its rights and duties under this deed.
- 9.14.2 The Lender may without the consent of the Borrower grant any mortgage, charge, assignment by way of security, hypothecation, pledge, lien, security interest, title retention, preferential right or trust arrangement or any other agreement or arrangement having the effect of security over this deed and/or the whole or any part of the principal, interest and other money secured now or in the future by this deed.
- 9.14.3 The Borrower hereby authorises the Lender to give any third party, person or entity (or its /their agents) whatever financial or other information they may require about the Borrower in connection with the exercise or proposed exercise by the Lender of its rights under clauses 9.14.1 and 9.14.2.
- 9.14.4 References to the Lender in this deed specifically include its successors and assignees.

9.15 Law

- 9.15.1 This deed is governed by English law and the English courts have exclusive jurisdiction.
- 9.15.2 For the benefit of the Lender, the Borrower irrevocably submits to the jurisdiction of the English courts and irrevocably agrees that a judgment or ruling in any proceedings in connection with this deed in those courts will be conclusive and binding on the Borrower and may be enforced against the Borrower in the courts of any other jurisdiction.

**THIS IS AN IMPORTANT DEED.
YOU SHOULD TAKE LEGAL ADVICE BEFORE SIGNING**

The borrower must execute this charge as a deed using the space opposite. If there is more than one borrower, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If a note of an obligation to make further advances has been applied for in panel 8 this document must be signed by the lender or its conveyancer.

10 Execution

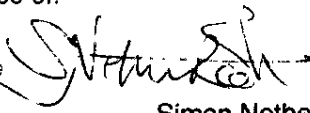
Executed as a deed by.
A & C Dunkley (Boscombe) Limited
in the presence of:

Witness Signature

Witness Print Name

Witness Print Address

Witness Print Occupation


Simon Nethercott
Solicitor

196a – 200a The Broadway
Broadstone, Dorset
BH18 8DR


A & C DUNKLEY
DIRECTOR

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

© Crown copyright (ref: LR/HO) 10/11