



Registration of a Charge

Company name: **153 SOMERFORD HOLDINGS LTD**

Company number: **11550197**



X9JFX3KZ

Received for Electronic Filing: **08/12/2020**

Details of Charge

Date of creation: **03/12/2020**

Charge code: **1155 0197 0004**

Persons entitled: **RICHARD ARNOLD KEITH DUCKETT AND SUSAN MARY DUCKETT**

Brief description: **153 SOMERFORD ROAD, CHRISTCHURCH BH23 3TY**

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 THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **CHARLOTTE KESSLER**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 11550197

Charge code: 1155 0197 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 3rd December 2020 and created by 153 SOMERFORD HOLDINGS LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 8th December 2020 .

Given at Companies House, Cardiff on 9th December 2020

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

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.

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: DT97168
2	Property: 153 Somerford Road, Christchurch BH23 3TY
3	Date: 3 DECEMBER 2020
4	Borrower: 153 SOMERFORD HOLDINGS LTD <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 11550197 <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: Richard Arnold Keith Duckett and Susan Mary Duckett of La Chasse, La Rue de L'Etocquet, St. John, Jersey JE3 4AE <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <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: La Chasse, La Rue de L'Etocquet, St. John, Jersey JE3 4AE

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, not being a charge registered before the entry of this restriction is to be registered without a written consent signed by the proprietors for the time being of the charge dated 3 DECEMBER 2020 in favour of Richard Arnold Keith Duckett and Susan Mary Duckett referred to in the charges register or their conveyancer.

9 Additional provisions

The definitions set out below apply in this deed.

Event of Default: has the meaning given to that expression in the Loan Agreement.

Loan Agreement: the loan agreement dated 3 DECEMBER 2020 between the Borrower and the Lender for the provision of the loan facilities secured by this deed as amended, restated, supplemented or modified from time to time.

LPA 1925: the Law of Property Act 1925.

Receiver: a receiver and/or manager of any or all of the Property.

Words and phrases used and defined in the Loan Agreement shall have the same meaning in this deed unless indicated otherwise in this deed.

For the purposes of section 2 of the Law of Property (Miscellaneous Provisions) Act 1989, the terms of the Loan Agreement are incorporated into this deed.

Covenant to Pay

The Borrower shall, on demand, pay to the Lender and discharge the Loan when it becomes due under the terms of the Loan Agreement.

Representations and warranties

The Borrower represents and warrants as follows to the Lender on the date of this deed and on each date on which any amount is outstanding to the Lender with reference to the facts and circumstances then existing:

Property and has good and marketable title to the Property.

- (b) The Borrower has not received, or acknowledged notice of, any materially adverse claim by any person in respect of the Property or any interest in it.
- (c) There are no covenants, agreements, reservations, conditions, interests, rights or other matters whatever, which materially and adversely affect the Property.
- (d) There is no breach of any law or regulation, which materially and adversely affects the Property.
- (e) No facility necessary for the enjoyment and use of the Property is subject to terms entitling any person to terminate or curtail its use.
- (f) Nothing has arisen, has been created or is subsisting which would be an overriding interest in the Property.
- (g) This deed constitutes and will constitute the legal, valid, binding and enforceable obligations of the Borrower and is and will continue to be effective security over all and every part of the Property in accordance with its terms.
- (h) The grant of the security in this deed has been duly authorised and does not conflict with any law or document binding on the Borrower and that all consents and authorisations required in connection with the Borrower's entry into, performance, validity and enforceability of, and the charges granted by this deed have been obtained or effected.

Covenant

The Borrower shall not at any time, except with the prior written consent of the Lender which shall not be unreasonably withheld:

- (a) create, purport to create or permit to subsist any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect on, or in relation to, the Property other than the charge created by this deed;
- (b) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Property;
- (c) create or grant (or purport to create or grant) any interest in the Property in favour of a third party.

When security becomes enforceable

The security constituted by this deed shall be immediately enforceable if an Event of Default occurs.

After the security constituted by this deed has become enforceable, the Lender may, in its absolute discretion, enforce all or any part of that security at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Property.

The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this deed) shall, as between the Lender and a purchaser from the Lender, arise on and be exercisable at any time after the execution of this deed, but the Lender shall not exercise such power of sale or other powers until the security constituted by this deed has become enforceable.

The statutory powers of leasing and accepting surrenders conferred on mortgagees under the LPA 1925 and/or by any other statute are extended so as to authorise the Lender and any Receiver, at any time after the security constituted by this deed has become enforceable, whether in its own name or in that of the Borrower, to:

- (a) grant any lease or agreement for lease;
- (b) accept surrenders of leases; or
- (c) grant any option of the whole or any part of the Property with whatever rights relating to other parts of it, whether or not at a premium and containing such covenants on the part of the Borrower and on such terms and conditions (including the payment of money to a lessee or tenant on a surrender) as the Lender or Receiver thinks fit, without the need to comply with any of the restrictions imposed by sections 99 and 100 of the LPA 1925.

Each Receiver and the Lender is entitled to all the rights, powers, privileges and immunities conferred by the LPA 1925 on mortgagees and receivers.

At any time after the security constituted by this deed has become enforceable, or at the request of the Borrower, the Lender may, without further notice appoint by way of deed, or otherwise in writing, any one or more person or persons to be a receiver, or a receiver and manager, of all or any part of the Property.

The power to appoint a Receiver conferred by this deed shall be in addition to all statutory and other powers of the Lender under the Insolvency Act 1986, the LPA 1925 or otherwise, and shall be exercisable without the restrictions contained in sections 103 and 109 of the LPA 1925 or otherwise.

A Receiver may grant options and licences over all or any part of the Property, sell the Property, assign, lease and accept surrenders of leases of (or concur in selling, assigning, leasing or accepting surrenders of leases of) all or any of the Property in respect of which he is appointed for such consideration and, in such manner (including, without limitation, by public auction or private sale) and generally on such terms and conditions as he thinks fit.

Further assurance

The Borrower shall, at its own expense, take whatever action the Lender or any Receiver may reasonably require for:

- (a) creating, perfecting or protecting the security intended to be created by this deed;
- (b) facilitating the realisation of any of the Property; or
- (c) facilitating the exercise of any right, power, authority or discretion exercisable by the Lender or any Receiver in respect of any of the Property,

including, without limitation, if the Lender thinks it expedient, the execution of any transfer, conveyance, assignment or assurance of all or any of the assets forming part of, or intended to form part of, the Property (whether to the Lender or to its nominee) and the giving of any notice, order or direction and the making of any registration.

By way of security, the Borrower irrevocably appoints the Lender and every Receiver separately to be the attorney of the Borrower and, in its name, on its behalf and as its act and deed, to execute

deed; and/or

- (b) any attorney deems proper or desirable in exercising any of the rights, powers, authorities and discretions conferred by this deed or by law on the Lender and any Receiver.

The Borrower ratifies and confirms, and agrees to ratify and confirm, anything which any of its attorneys may do in the proper and lawful exercise, or purported exercise, of all or any of the rights, powers, authorities and discretions referred to in clause.

The Lender and the Borrower may not assign, transfer or novate or dispose of any interest in its rights or obligations under this agreement

Counterparts

This charge may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this charge.

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 and Delivered as a Deed
By **153 SOMERFORD HOLDINGS LTD**
in the presence of a witness

) *Elliot Lindsay*
) *ELLIOT LINDSAY*
- WOOD

Witness:

Signature: *Thomas Hayward*

Name: **THOMAS HAYWARD**

Address: **GF, 76 Shepherd Road, SW6 7QN**

Occupation: **Manager CBRE**

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.