



Registration of a Charge

Company name: **DUNNS MOTORS (EXETER) LIMITED**

Company number: **00964378**



X7KT4A69

Received for Electronic Filing: **14/12/2018**

Details of Charge

Date of creation: **13/12/2018**

Charge code: **0096 4378 0014**

Persons entitled: **ALFANDARI PRIVATE EQUITES LTD**

Brief description: **THE CHARGOR WITH FULL TITLE GUARANTEE AS A CONTINUING SECURITY FOR THE PAYMENT AND DISCHARGE OF THE SECURED LIABILITIES HEREBY CHARGES TO ALFANDARI BY WAY OF LEGAL MORTGAGE THE PROPERTY (AND THE PROCEEDS OF SALE OF THE PROPERTY) AND ALL BUILDINGS AND FIXTURES (INCLUDING TRADE FIXTURES) FROM TIME TO TIME IN AND ON THE PROPERTY AND THE BENEFIT OF ALL RIGHTS, EASEMENTS AND PRIVILEGES APPURTENANT TO OR BENEFITTING THE PROPERTY. PROPERTY: FIRSTLY, ALL THAT FREEHOLD PROPERTY KNOWN AS 11 TRUSHAM ROAD, MARSH BARTON TRADING ESTATE, EXETER (EX2 8RL) AS THE SAME IS CONTAINED IN TITLE NUMBER DN130336 REGISTERED AT HM LAND REGISTRY**

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: **BERMANS**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 964378

Charge code: 0096 4378 0014

The Registrar of Companies for England and Wales hereby certifies that a charge dated 13th December 2018 and created by DUNNS MOTORS (EXETER) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th December 2018 .

Given at Companies House, Cardiff on 17th December 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

(1)

DUNNS MOTORS (EXETER) LIMITED

and

(2) ALFANDARI PRIVATE EQUITIES LTD

LEGAL CHARGE

securing our and third party liabilities
relating to

CHIPMUNK (SOUTH WEST) LIMITED

THIS LEGAL CHARGE made on the 13/12/2018 between:

DUNNS MOTORS (EXETER) LIMITED

(Company Number: 00964378)

whose registered office is at

43 East Street, Taunton TA1 3NA

("the **Mortgagor**")

and **ALFANDARI PRIVATE EQUITIES LTD** (Company Number: 06944649) whose registered office is at 9 Osier Way, Olney, Business Park, Olney, Bucks, MK46 5FP ("the Company") including its successors and/or assigns.

WHEREAS:-

(1) The Company has agreed to enter into a Hire Agreement ("the Hire Agreement") with

CHIPMUNK (SOUTH WEST) LIMITED

(Company Number: 07040055)

whose registered office is at

Georges Farm, Cutsey Trull, Taunton, Somerset, United Kingdom, TA3 7NY

("the **Hirer**")

dated on or around the date hereof.

(2) The Mortgagor has entered into a personal guarantee with the Company dated on or around the date hereof to guarantee the obligations of the Hirer to the Company pursuant to the Hire Agreement and any Prior Agreements and also the liability of any Guarantor or Associate to the Company under any Associate Agreement.

(3) The Mortgagor is entering into this Legal Charge in consideration of the Company providing hire facilities to the Hirer pursuant to the Hire Agreement and to give security to the Company to secure all sums due now and in the future in respect of the indebtedness of the Hirer under the Hire Agreement and also to give security to the Company to secure all sums due from the Hirer or any Guarantor under any Prior Agreement, any Future Agreement and/or from any Associate under any Associate Agreement whether made on, before or after the date of the Hire Agreement.

NOW THIS LEGAL CHARGE made in pursuance of the said agreement and for the consideration aforesaid **WITNESSETH** as follows:

1. IN this Legal Charge the following expressions have the following meanings respectively:

(1) "**Associate**" means any company having or having had common shareholders with those of the Hirer or any company in which a guarantor to the Hire Agreement holds or has held shares or any associate as defined in Section 1152 Companies Act 2006 or any entity that directly or indirectly controls, is controlled by, or is under common control with the Hirer.

(2) "**Associate Agreement**" means any lease, sale and lease back, loan, hire purchase or other finance agreement entered into between the Company and an Associate whether entered into before, on, or after the date of the Hire Agreement.

(3) "**Expenses**" means all expenses (on a full indemnity basis) incurred by the Company or any Receiver at any time in connection with the Property or the Hirer's Obligations or in taking perfecting enforcing or exercising any power under this Legal Charge.

(4) "**Future Agreement**" means any lease, loan or hire purchase agreements entered into between the Hirer and the Company or the Company and an Associate after the date of the Hire Agreement.

(5) "**Guarantor**": any person or entity who has given or gives to the Company at any future date a guarantee and indemnity in relation to the Hire Agreement or any Prior Agreement or Future Agreement.

(6) "**the Hirer's Obligations**" means all monies and liabilities which now are or shall at any time or times after this date be due owing or payable to the Company from or by the Hirer under the Hire Agreement or on any other account whatsoever with the Company or by the Hirer or any Guarantor under a Prior Agreement or a Future Agreement or by an Associate under an Associate Agreement and any other expenses incurred by the Company in relation to the Hirer or the Property on a full indemnity basis.

(7) "**Prior Agreement**" means all lease, loan or hire purchase agreements entered into between the Hirer and the Company or the Company and an Associate prior to the date of the Hire Agreement and where the liabilities thereunder have yet to be discharged in full.

(8) "**the Property**" means the property described in the Schedule hereto.

2. THE MORTGAGORS HEREBY COVENANTS with the Company to pay to the Company and discharge the Hirer's Obligations on demand together with Expenses

3. THE Mortgagors with full title guarantee HEREBY CHARGE the Property to the Company by way of legal mortgage with payment to the Company of the Hirer's Obligations and all other money hereby covenanted to be paid or otherwise payable hereunder

4. THIS Legal Charge is a continuing security and shall remain in force until payment and discharge in full of all the Hirer's Obligations and of all other money hereby secured

5. NOTWITHSTANDING anything contained in any other provision of this Legal Charge IT IS HEREBY DECLARED that for all purposes of or connected with the statutory power of sale or the power of appointing a receiver hereunder such powers shall be deemed both to arise and to become exercisable on the date of this Legal Charge

6. THE COMPANY hereby warrants that upon payment in full by the Mortgagors of all money for which the Mortgagors are or may become liable to the Company under the covenants on their part contained in clause 2 hereof the Mortgagors will be discharged from any liability to the Company

7. THE COMPANY may without the Mortgagors' consent and without releasing or affecting the security created by this Legal Charge do any of the following :-

- (1) allow to the Hirer or any other person any time or indulgence
- (2) grant to the Hirer any new or increased facility
- (3) enter into renew vary or end any agreement or arrangement with the Hirer or any other person
- (4) renew vary refrain from enforcing or release any present or future security or guarantee which the Company holds from the Hirer or any other person
- (5) compound with the Hirer or any other person

9. THE COMPANY'S security shall be preserved as follows:-

- (1) if any of the Hirer's Obligations are at any time void or unenforceable against the Hirer for any reason this Legal Charge shall nevertheless secure the same amount as that which it would have secured had the Hirer's Obligations not been void or unenforceable
- (2) the security created by this Legal Charge shall not be released or affected by any failure by the Company to take any security or by the invalidity of any security taken
- (3) This Legal Charge is in addition to all other security present or future held by the Company in respect of the Hirer's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Company
- (4) The security created by this Legal Charge shall not be affected by any other security held by the Company in respect of the Hirer's Obligations being void or unenforceable
- (5) The Mortgagors shall remain liable under the security created by this Legal Charge notwithstanding any settlement between the Company and the Mortgagors or any release given by the Company to the Mortgagors if any security given or payment made to the Company by the Hirer or any other person is avoided or reduced under the law relating to bankruptcy or liquidation from time to time in force and the Company shall be entitled to retain this security until it is satisfied that it will not have to make any repayment under such law

10. UNTIL all claims of the Company in respect of the Hirer's Obligations have been discharged in full:-

- (1) the Mortgagors shall not be entitled to participate in any security held by the Company or money received by the Company in respect of the Hirer's Obligations
- (2) the Mortgagors shall not in competition with or in priority to the Company make any claim against the Hirer or any co-surety or their respective estates nor make any claim in the bankruptcy or liquidation of the Hirer or any co-surety nor take or enforce any security from or against the Hirer or any co-surety
- (3) any security taken by the Mortgagors from the Hirer or any co-surety shall be held in trust for the Company as security for the Hirer's Obligations

11. THE COMPANY may appropriate all payments received in respect of the Hirer's Obligations in reduction of any part of the Hirer's Obligations as the Company decides

12. THE Mortgagors will keep the Property in good condition and comprehensively insured to the Company's satisfaction for its full reinstatement cost and in default the Company (without becoming liable to account as mortgagee in possession) may enter and repair or insure the Property

13. THE Mortgagors will hold in trust for the Company all money received under any insurance of the Property and at the Company's option will apply the same in making good the relevant loss or damage or in or towards discharge of the money hereby secured

14. THE Mortgagors hereby apply to the Chief Land Registrar for a restriction to be entered on the register of its title to the charged property in the following form:-

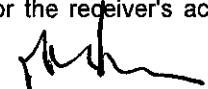
"no disposition of the registered estate by the proprietor of the registered estate or by the proprietor of any registered charge is to be registered without a written consent signed by the proprietor for the time being of the Charge created by this deed in favour of ALFANDARI PRIVATE EQUITIES LTD referred to in the Charges Register

15. THE Mortgagors will not without the Company's prior written consent:-

- (1) create or permit to arise any mortgage charge or lien on or assignment or transfer of the Property and the Mortgagors will request the Chief Land Registrar to enter a restriction on the register of any registered land that except under an order of the Registrar no disposition is to be registered without the consent of the registered proprietor of this Legal Charge
- (2) grant or accept a surrender of any lease or licence of the Property
- (3) part with or share possession or occupation of the Property

16. THE COMPANY shall have the following powers:-

- (1) the Company may without restriction grant or accept surrenders of the leases of the Property
- (2) Section 103 of the Law of Property Act 1925 shall not apply and the Company may exercise its power of sale and other powers under that or any other Act or this Legal Charge at any time after the date of this Legal Charge
- (3) the Company may under the hand of any official or under seal appoint or remove a receiver or receivers of the Property and may fix and pay the fees of a receiver but any receiver shall be deemed to be the agent of the Mortgagors and the Mortgagors shall be solely responsible for the receiver's acts defaults and remuneration

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(4) All or any of the powers conferred on a receiver by clause 16 may be exercised by the Company without first appointing a receiver or notwithstanding any appointment

(5) the Company will not be liable to account to the Mortgagors as mortgagee in possession for any money not actually received by the Company

(6) Section 93 of the Law of Property Act 1925 shall not apply to this Legal Charge

17. A receiver shall have the following powers:-

(1) to carry out work at or sell lease charge deal with dispose of and manage the Property and do anything which he considers conducive or incidental to managing and realising the Property or the income from the Property and he may borrow any money he requires for those purposes

(2) to remove store and dispose of any furniture or goods found in the Property which the Mortgagors shall refuse or omit to remove and the receiver will account to the Mortgagors for the proceeds of any sale after deducting all expenses incurred under this sub-clause

(3) in the case of joint receivers any power may be exercised jointly and severally

(4) to apply all money he receives first in repayment of all money borrowed by him and his expenses and liabilities and in payment of his fees and secondly towards the remaining matters specified in Section 109(8) of the Law of Property Act 1925

18. THE Mortgagors hereby irrevocably appoint the Company and any receiver severally to be the attorney of the Mortgagors (with full power of substitution and delegation) in the Mortgagors' name and on the Mortgagors' behalf to sign or execute all deeds instruments and documents which may be required by the Company or any receiver pursuant to this Legal Charge or the exercise of any of their powers

19. A certificate signed by an official of the Company as to the amount of the Hirer's Obligations or the amount due from the Mortgagors under this Legal Charge shall be conclusive evidence save in the case of manifest error or on any question of law

20. (1) ANY notice or demand from the Company may be sent by post or fax or delivered to the Mortgagors at the above address or the Mortgagors' address last known to the Company

(2) A notice or demand by the Company served by post shall be deemed served on the day after posting

(3) A notice or demand from the Company delivered by hand shall be deemed served at the time of delivery

21. THIS Legal Charge shall be governed by and construed in accordance with the laws of England

THE SCHEDULE The Property

Firstly, all that Freehold property situate and known as

11 Trusham Road, Marsh Barton Trading Estate, Exeter, EX2 8RL

as the same is contained in title number DN130336 registered at HM Land Registry.

IN WITNESS whereof the Mortgagor has hereunto executed this Legal Charge the day and year first before written

SIGNED AS A DEED by

DUNNS MOTORS (EXETER) LIMITED

acting by Nigel Graeme Haydon Dunn - a Director,



in the presence of:-

Witness Signature

Witness Name

Address:

Occupation:



9 Osier Way, Olney, Bucks, MK46 5FP

Field Rep