



**Registration of a Charge**

Company name: **COWLEY BROS.(WROUGHTON) LIMITED**

Company number: **00668450**



X6XXV9SA

Received for Electronic Filing: **19/01/2018**

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**Details of Charge**

Date of creation: **19/01/2018**

Charge code: **0066 8450 0045**

Persons entitled: **ARTHUR W DUNKLEY, ANNE L DUNKLEY AS CO-TRUSTEES OF THE ARTHUR W DUNKLEY AND ANNE L DUNKLEY MARITAL PROPERTY TRUST UDT 12/04/87**

Brief description: **FREEHOLD PROPERTY KNOWN AS 20 HIGH STREET SWINDON SN1 3EP AND REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBERS WT198009 WT185035 AND WT197097**

**Contains negative pledge.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by:

**BOWER AND BAILEY LLP**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 668450

Charge code: 0066 8450 0045

The Registrar of Companies for England and Wales hereby certifies that a charge dated 19th January 2018 and created by COWLEY BROS. (WROUGHTON) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 19th January 2018 .

Given at Companies House, Cardiff on 23rd January 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 19th January 2018

LEGAL CHARGE

between

(1) CO-TRUSTEES OF THE ARTHUR W. AND ANNE L. DUNKLEY  
MARITAL PROPERTY TRUST

(2) COWLEY BROS (WROUGHTON) LIMITED

Bower and Bailey LLP  
Cambridge House  
4 College Court  
Regent Circus  
Swindon  
SN1 1PJ

THIS LEGAL CHARGE is made the 19<sup>th</sup> day of January 2018

BETWEEN

- (1) ARTHUR W. DUNKLEY and ANNE L. DUNKLEY Co-Trustees of THE ARTHUR W. AND ANNE L. DUNKLEY MARITAL PROPERTY TRUST UDT 12/04/87 of 239 Main Street, Suite E Pleasanton, CA 94566 United States
- (2) COWLEY BROS (WROUGHTON) LIMITED (Company Registration Number 0668450) whose registered office is at Morris Owen House 43-45 Devizes Road Swindon SN1 4BG ("the Borrower")

NOW THIS DEED WITNESSES as follows:

### 1 Definitions and interpretation

In this charge (unless the context otherwise requires):

- 1.1 'the Act' means the Law of Property Act 1925;
- 1.2 'the Loan' means a loan of \$372,738 made by the Lender to the Borrower;
- 1.3 'the Property' means the property referred to in the schedule, all fixtures in or about it, and all and every interest in it or in the proceeds of sale of it which the Borrower may charge at law or in equity;
- 1.4 'Security Period' means the period starting on the date of this deed and ending on the date on which the Lender is satisfied that all the Secured Sums have been unconditionally and irrevocably paid and discharged in full and no further Secured Sums are outstanding;
- 1.5 'the Secured Sums' means the Loan together with all obligations and liabilities of either the Borrower to the Lender arising from this charge including all sums becoming due under this charge or other reasonable and proper charges and expenses which the Lender may in the normal course of its business charge in relation to the Borrower, or this charge or for the enforcement of this charge on a full indemnity basis; and
- 1.6 the expressions 'the Borrower' and 'the Lender' where the context so admits, includes that party's assigns or transferees or successors in title, whether direct or indirect
- 1.7 the expression 'working day' means a day other than a Saturday, Sunday or public holiday in England.

### 2 Payment of Secured Sums

This legal charge secures the payment to the Lender by the Borrower of the Secured Sums.

### 3 Legal charge

The Borrower, with full title guarantee, charges the Property to the Lender by way of first legal mortgage as a continuing security for payment of the Secured Sums.

#### **4 Borrower's covenants**

The Borrower covenants with the Lender to observe and perform the restrictions and obligations set out below.

##### **4.1 Repair**

The Borrower must keep the Property in a good state of repair and in good working order and condition, and renew and replace the fixtures and fittings about the Property when they become obsolete, worn out or destroyed.

##### **4.2 Outgoings**

The Borrower must pay all rents, rates, taxes, levies, assessments, impositions and outgoings whatsoever, whether governmental, municipal or otherwise, imposed upon or payable in respect of the Property as and when they become payable and must produce the receipt for such payments on demand.

##### **4.3 Lender's right of inspection**

The Borrower must permit the Lender (on reasonable prior notice) to enter upon all buildings, erections or structures forming part of the Property (without prejudice to the powers conferred by this charge and without becoming a mortgagee in possession) for any reasonable purpose and to view the state of them.

##### **4.4 Insurance**

The Borrower must insure, and keep insured, such of the Property as are of an insurable nature, against loss or damage, to their full insurable value, in a manner approved by the Lender with the interest of the Lender noted on the policy. If so required, the Borrower must deposit with the Lender a copy of every such policy of insurance and the receipt for the latest premium payable under the policy.

##### **4.5 Proceeds from insurance claims**

The Borrower must ensure that all money payable under any insurance in respect of loss or damage to the Property whether effected or maintained pursuant to the covenants contained in this charge or otherwise is to be applied in making good the loss or damage in respect of which it is received.

##### **4.6 Compliance with terms of conveyances etc**

The Borrower must observe and perform the terms of all conveyances, grants, assignments, contracts, agreements and other deeds and documents from time to time affecting the Property and binding on the Borrower.

##### **4.7 Compliance with Acts of Parliament**

The Borrower must observe any and every enactment (including all Acts of Parliament now or to be passed) relating to or affecting the Property or any development or the use of them for any purpose (except for planning consent relating to permitted use of the Property) or the employment of persons in the Property, and must execute all works and provide and maintain all arrangements which are or may be recommended, directed or required to be executed, provided or maintained at any time by any authorised person, authority or body.

#### **4.8 Not to create other mortgages**

The Borrower must not create, or permit to subsist, any mortgage, pledge, charge, incumbrance, lien or security interest in the Property other than this security without first discharging the Secured Sums.

#### **4.9 Not to sell the Property**

The Borrower must not sell or dispose of the Property, or any estate or interest in them, or share or part with possession or occupation of them without first discharging the Secured Sums.

#### **4.10 Perfecting security**

The Borrower consents to an application being made by the Lender to the Land Registrar to enter a restriction that 'no disposition of the registered estate by the proprietor of the registered estate 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 the Lender referred to in the charges register'.

#### **4.11 Payment of costs etc**

The Borrower must pay on demand, and must indemnify the Lender against, all costs, charges and expenses (whether in the nature of income or capital) incurred by the Lender, or by any receiver appointed by it, in, or in connection with, the exercise of any powers conferred by this charge or by statute or which they or either of them incur in, or in connection with, the recovery or attempted recovery of the Secured Sums, the preservation or attempted preservation of this security or the Property, and the remuneration of any receiver.

### **5 Statutory powers**

- 5.1 The statutory powers conferred on the Lender as varied and extended by this charge and all other powers conferred in this charge shall, in favour of any purchaser (as defined in section 205 of the Act) or person dealing in good faith, be deemed to arise and be exercisable immediately after the execution of this charge.
- 5.2 The Borrower must not exercise any of the powers of leasing or accepting surrenders of leases conferred by sections 99 and 100 of the Act or by common law without the consent in writing of the Lender previously obtained, but the Lender may grant or accept surrenders of leases without restriction after the power of sale has become exercisable.
- 5.3 The restriction on the right of consolidating mortgage securities that is contained in section 93 of the Act shall not apply to this security.

### **6 Enforcement of security**

#### **6.1 Powers to be exercisable without restrictions**

Section 103 of the Act shall not apply to this security. Failing payment of the Secured Sums as and when they become due, or on any other breach of the covenants and conditions on the Borrower's part contained in this charge, this security will become enforceable and the powers conferred on the Lender by the Act and this charge

immediately exercisable, without the restrictions contained in the Act as to the giving of notice or otherwise, with respect to the whole or any part of the Property.

## **6.2 Appointment of receiver**

6.2.1 At any time after this security has become enforceable or if at any time the Property appear to the Lender to be in danger of being taken in execution by any creditor of the Borrower or to be otherwise in jeopardy, the Lender may by writing under the hand of any officer of the Lender and without notice to the Borrower:

- (a) appoint any person (whether an officer of the Lender or not) to be a receiver of the Property or any part of them and
- (b) remove any such receiver whether or not appointing another in his place,

and may, at the time of appointment or at any time subsequently, fix the remuneration of any receiver so appointed.

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

6.2.3 Any receiver so appointed shall, in addition to the powers conferred by the Act, to such extent and upon such terms and conditions as it may in his absolute discretion think fit and without being responsible for any loss or damage which may arise or be occasioned, have power at his discretion:

- (a) to take possession of collect and get in the Property or any part of them;
- (b) to repair, insure, protect, improve, enlarge, develop, build, reconstruct or replace the Property or any part of them, or to acquire by purchase lease or otherwise any further property assets or rights;
- (c) to dispose, or concur in disposing, of or let or concur in letting the Property or any part of them, surrender or accept surrenders of any lease or concur in surrendering or accepting surrenders of any lease of the Property or any part of them, and in particular (but without prejudice to the generality of the above) to carry such disposal, letting or surrender into effect by conveying, transferring, leasing, letting, surrendering or accepting surrenders in the name or on behalf of the Borrower or otherwise;
- (d) to exercise all the powers conferred on the Borrower by any statute, deed or contract in respect of any part of the Property;
- (e) to make any arrangement or compromise in respect of the rights of the Borrower;
- (f) to appoint, employ or dismiss managers, officers, contractors or agents;
- (g) to raise or borrow money on the security of the Property;
- (h) to retain his remuneration and all costs, charges and expenses incurred by him out of any money received by him;
- (i) to do all such other acts and things as it may consider incidental or conducive to the exercise of any of the above powers; and

- (j) to do anything in relation to the Property that it could do if it were absolutely entitled to them.
- (k) to execute deeds and other instruments necessary to give effect to the exercise of his other powers under this clause in the name and on behalf of the Borrower.

6.2.4 The receiver shall in the exercise of his powers conform to any regulations and directions made by the Lender and shall not be responsible, nor shall the Lender be responsible, for any loss occasioned as a result.

6.2.5 A receiver appointed under this security shall be deemed to be the agent of the Borrower, and the Borrower alone shall be responsible for the acts defaults and remuneration incurred by that receiver.

### **6.3 Exercise of receiver's powers by the Lender**

At any time after this security has become enforceable and notwithstanding the appointment of any receiver under it, the Lender may at its discretion, without being responsible for any loss or damage that may arise in that connection and without any consent by the Borrower, exercise any power a receiver appointed by it could exercise.

### **6.4 Sale of the Property**

Where the Property or any part of it is sold by the Lender or any receiver appointed by the Lender it may be sold:

- 6.4.1 together or in parcels;
- 6.4.2 by public auction or private contract; and
- 6.4.3 for a lump sum, a sum payable by instalments, or a sum on account and a mortgage or charge for the balance.

The Lender or receiver may make any special or other stipulations as to title or otherwise which the Lender or the receiver consider expedient and may buy in, rescind or vary any contract for sale. Any sale may be to a company in which the Lender has an interest and may be in consideration of shares or securities in such company or of any other company and may be for such consideration as the Lender or the receiver (as the case may be) considers sufficient.

## **7 Money arising on enforcement of security**

7.1 Subject to clause 7.2, all money arising from the exercise of the powers of enforcement of the security constituted by or pursuant to this charge shall be applied in the following order of priority:

- 7.1.1 in payment or satisfaction of the costs, expenses and liabilities incurred in or about the exercise of such powers or otherwise in relation to this charge or the Property including the remuneration of any receiver;
- 7.1.2 in payment of the interest remaining unpaid; and

7.1.3 in payment of all principal money, premiums or other sums comprised in the Secured Sums;

and any other surplus (if any) may be paid to the Borrower or other person so entitled.

7.2 If the Lender so determines, payments may be made on account of the principal money, premiums or other sums comprised in the Secured Sums before the interest or the whole of the interest on the Secured Sums has been paid, but this alteration in the order of payment shall not prejudice the right of the Borrower to receive the full amount to which it would have been entitled if the ordinary order of payment had been observed, or any less amount which the sum ultimately realised from the security may be sufficient to pay.

## **8 Power of attorney**

The Borrower irrevocably and by way of security appoints the Lender, and separately any receiver, to be the Borrower's attorney (with full power of substitution and delegation) in the Borrower's name to sign or execute any documents, deeds and other instruments, to take, continue or defend any proceedings.

## **9 Liability of the Lender or receiver**

Neither the Lender nor any receiver appointed by the Lender shall by reason of the Lender or any such receiver entering into possession of the Property or any part of them be liable to account as mortgagee in possession or for anything except actual receipts or be liable for any loss upon realisation or for any default or omission for which a mortgagee in possession might be liable.

## **10 Persons dealing with the Lender or receiver**

No person dealing with the Lender, any receiver appointed by it, or its attorney or agent shall be concerned, bound or entitled to enquire, or be affected by notice as to:

- 10.1 whether this security has become enforceable,
- 10.2 whether any power exercised or purported to be exercised by the Lender or a receiver has become exercisable,
- 10.3 as to the propriety, regularity or purpose of the exercise of any power under this charge,
- 10.4 whether any money remains due on the security of this charge, or
- 10.5 as to the necessity or expediency of the stipulations and conditions subject to which any disposition is made,

and the receipt of the Lender, any receiver, or the Lender's attorney or agent for any money shall effectually discharge the payor from such matters and from being concerned to see to the application, or being answerable for the loss or misapplication of, the money.

## **11 Continuing security**

This security shall remain in full force and effect as continuing security for the Secured Sums, despite any settlement of account, or intermediate payment, unless and until the Lender discharges this legal charge in writing.

## **12 Indulgence**

The Lender may at any time or times, without discharging or in any way prejudicing this security or any remedy of Lender under this charge:

- 12.1 grant to the Borrower or to any other person time or indulgence or further credit, loans or advances;
- 12.2 enter into any arrangement, or variation of rights; or
- 12.3 abstain from perfecting or enforcing any remedies, securities, guarantees or rights that it may now or subsequently have from or against the Borrower or any other person.

## **13 Release**

Subject to clause 11 on the expiry of the Security Period (but not otherwise) the Lender shall, at the request of the Borrower take whatever action is necessary to release the Property from the security constituted by this charge.

## **14 Demands and notices**

- 14.1 A demand or notice under this charge shall be made in writing, signed by an officer of the Lender, and may be served on the Borrower either personally or by post.
- 14.2 A demand or notice by post may be addressed to the Borrower at its address or place of business last known to the Lender
- 14.3 A demand or notice so addressed and posted shall be effective notwithstanding that it is returned undelivered and notwithstanding the death of the Borrower.

## **15 Representations and warranties**

The Borrower represents and warrants to the Lender that:

- 15.1 they are not insolvent or subject to any other insolvency procedure and not receiver, manager, trustee, custodian, or analogous officer has been appointed in respect of all or any part of their property, undertaking or assets;
- 15.3 the Property is unencumbered at the date hereof.

## **16 Law**

This legal charge is governed by and shall be construed in accordance with the laws of England and Wales

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

SIGNED AS A DEED BY  
ARTHUR W. DUNKLEY  
in the presence of:-

[REDACTED]

Witness signature

[REDACTED]

Witness name

[REDACTED]

Witness address

11036 2nd St  
Pleasanton CA 94566

Witness occupation:

Retired

SIGNED AS A DEED BY  
ANNE L. DUNKLEY  
in the presence of:-

[REDACTED]

Witness signature

[REDACTED]

Witness name

Sandra Mune

Witness address

11036 2nd St  
Pleasanton Calif  
94566

Witness occupation:

Retired

[REDACTED]

[REDACTED]

[REDACTED]

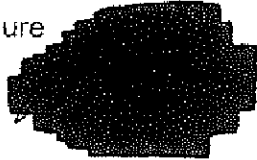
[REDACTED]

[REDACTED]

SIGNED AS A DEED BY  
COWLEY BROS (WROUGHTON) LIMITED  
acting by NEIL COWLEY  
a director in the presence of:-



Witness signature



Witness name

Witness address

**Simon J L Smith**  
Solicitor  
Bower & Bailey  
Cambridge House  
4 College Court  
Regent Circus  
Swindon SN1 1EP

Witness occupation:



## **SCHEDULE**

### **The Property**

All that freehold land and property known as 20 High Street Swindon SN1 3EP and registered at the Land Registry with Title Numbers WT198009 WT185035 and WT197097