

MR01

Particulars of a charge

650439/23

laserform



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www.gov.uk/companieshouse

A fee is payable with
Please see 'How to pay'

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 an instrument is used. Use form M...



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 → Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
	Company number: 0 5 9 8 5 1 3 6 Company name in full: SIMPLY FRESH LIMITED	

2	Charge creation date
	d 2 d 3 m 1 m 2 y 2 y 0 y 1 y 6

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	The Right Honourable Christopher George Walter Baron Northbourne
Name	
Name	
Name	
	If there are more than four names, please supply any four of these names then tick the statement below
	<input type="checkbox"/> 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"

Brief description

The land lying to the south east of Broad Lane, Betteshanger, Deal, Kent

Please limit the description to the available space

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

X

Dentons

Dentons UKMEA LLP

X

This form must be signed by a person with an interest in the charge

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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 095379 00003 FDB

Company name Dentons UKMEA LLP

Address The Pinnacle

170 Midsummer Boulevard

Post town Milton Keynes

County/Region Buckinghamshire

Postcode

	M	K	9		1	F	E	
--	---	---	---	--	---	---	---	--

Country England

DX

Telephone +44 1908 690260

 **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: 5985136

Charge code: 0598 5136 0004

The Registrar of Companies for England and Wales hereby certifies that a charge dated 23rd December 2016 and created by SIMPLY FRESH LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 6th January 2017.

P

Given at Companies House, Cardiff on 11th January 2017



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

DATE 23 December

2016

(1) Simply Fresh Limited

(2) The Right Honourable Christopher George Walter Baron Northbourne

Deed of Charge

relating to

Land lying to the south east of Broad
Lane, Betteshanger, Deal, Kent

We certify that, save for the material redacted pursuant to s 859G of the Companies Act 2006, this is a true copy of the part of the charging instrument signed by or on behalf of the chargor, and attaches a true copy of the signature page to each other part of such charging instrument

Signed


Dentons UKMEA LLP

Date

05/01/2017

withers LLP

10 Old Bailey London EC4M 7EG
Telephone +44 (0)20 7597 6000
Fax +44 (0)20 7597 6543
DX 160 London/Chancery Lane
www.withersworldwide.com

Parties

- (1) **Simply Fresh Limited** a company incorporated in England and Wales with company number 05985136 whose registered office is at Broad Lane, Betteshanger, Deal, Kent, CT14 0LT (hereinafter called the 'Debtor' which expression shall where the context admits include persons deriving title under the Debtor or entitled to redeem this deed), and
- (2) **The Right Honourable Christopher George Walter Baron Northbourne** [REDACTED] (hereinafter called 'the Creditor' which expression shall where the context admits include persons deriving title under the Creditor or for the time being entitled to the benefit of this deed)

Recitals

- (A) By a Transfer dated 26 November 2003 between (1) the Creditor and (2) Intercrop Limited (the 'Transfer'), a copy of which is annexed hereto, the land lying to the south east of Broad Lane, Betteshanger, Deal, Kent as the same is shown edged and coloured red on the plan annexed to the Transfer (the 'Property') was transferred to Intercrop Limited for an estate in fee simple
- (B) By clause 12 3 of the Transfer, Intercrop Limited covenanted to pay to the Creditor on the occasion or occasions therein the Payment (the 'Payment') as defined in clause 12 3 1 2 of the Transfer whether such payment or payments be made by Intercrop Limited or by any one or more of Intercrop Limited's successors in title
- (C) Pursuant to a transfer dated ^{23 December} 2016, Intercrop Limited has transferred the Property to the Debtor By clause 12 3 4 1 of the Transfer, the Debtor, as the transferee of the Property, with the Creditor covenanted to perform the obligations as set out in clause 12 3 of the Transfer
- (D) Accordingly, the Debtor has agreed to execute this deed in order to secure payment to the Creditor of the Payment and all other monies payable to the Creditor under clause 12 3 of the Transfer
- (E) It is apprehended that since the calculation of the amount of moneys payment of which is to be secured by this deed is dependent upon events and acts to take place at some uncertain occasion or occasions in the future there is doubt whether such payment can be secured by a charge by way of legal mortgage
- (F) It is however the intent of the parties that in so far as such payment can be so secured by a charge by way of legal mortgage it shall so be under this deed but that in so far as it cannot so be then it shall be secured by the equitable charge hereinafter appearing but not further or otherwise

NOW THIS DEED WITNESSETH:

1 Covenant to pay

In pursuance of the said agreement the Debtor hereby covenants with the Creditor to pay to the Creditor the Payment and all such other monies as the Creditor shall be entitled to under the terms of the clause 12 3 of the Transfer

2 Legal Charge

In further pursuance of the said agreement the Debtor hereby charges by way of legal mortgage all that the Property with the payment to the Creditor of the Payment and all other the said moneys hereinbefore covenanted to be paid

3 Equitable Charge

3 1 In further pursuance of the said agreement but to the intent as hereinbefore recited the Debtor hereby charges in equity all that the Property with the payment to the Creditor of the Payment and all the said monies hereinbefore covenanted to be paid

3 2 This deed is made with full title guarantee

4 Provisions ancillary to equitable charge

4 1 In so far as the Property shall be hereby charged in equity and not by way of legal mortgage but not further or otherwise, the Debtor hereby declares that it holds the Property on trust for the Creditor to have such powers of sale as the Creditor would have under the charge by way of legal mortgage if it were valid and effective and the Creditor shall have full power to appoint itself and any other person or persons trustee or trustees in place of the Debtor in respect of the said trust but subject thereto the Debtor shall hold the Property in trust for itself absolutely and beneficially subject always as set out in the Transfer

4 2 The Debtor and the Creditor apply to the Land Registry for a note of this deed to be entered in the Charges Register to the registered title to be issued for the Property

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

Executed as a deed by)
Simply Fresh Limited)



Jacqueline Susan Wall

Director

In the presence of

Witness

Signature

Name

Address

Occupation



I. GOOPRICH



DIRECTOR

Signed as a deed by)
The Right Honourable Christopher)
George Walter Baron Northbourne)

In the presence of

Witness

Signature

Name

Address

Occupation

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

Executed as a deed by)
Simply Fresh Limited)

Director

in the presence of

Witness

Signature

Name

Address

Occupation

Signed as a deed by)
The Right Honourable Christopher)
George Walter Baron Northbourne)



In the presence of



Witness

Signature

Name

Address

Occupation


HARRIET THRESH

ASSISTANT CALD AGENT