



**Registration of a Charge**

Company name: **TFC INVESTMENTS LIMITED**

Company number: **10627369**



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Received for Electronic Filing: **22/11/2019**

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**Details of Charge**

Date of creation: **15/11/2019**

Charge code: **1062 7369 0001**

Persons entitled: **IAIN JONATHAN ELLISON CURRY AND DUNCAN GEORGE MORRIS AS  
EXECUTORS OF THE LATE MRS JILL CAWOOD**

Brief description:

**Contains fixed charge(s).**

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

Certified by: **CRIPPS LLP**



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

Company number: 10627369

Charge code: 1062 7369 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 15th November 2019 and created by TFC INVESTMENTS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 22nd November 2019 .

Given at Companies House, Cardiff on 25th November 2019

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

15 November 2019

THE COMPANIES listed in Schedule 1

and

J STARC 2 LIMITED

and

IAIN JONATHAN ELLISON CURRY and DUNCAN GEORGE MORRIS,

being the Executors of the late Mrs Jill Cawood

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CHARGE OVER SHARES

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THIS DEED is dated

15 November

2019

**BETWEEN**

- (1) THE **COMPANIES** whose details are set out in Schedule 1 (the **Shareholders** and separately a **Shareholder**); and
- (2) **J STARC 2 LIMITED** (company number 12142237) whose registered office is at Gay Dawn Farm, Pennis Lane, Fawkham, Kent DA3 8LX (the **Debtor**); and
- (3) **IAIN JONATHAN ELLISON CURRY** and **DUNCAN GEORGE MORRIS**, being the Executors of the late Mrs Jill Cawood, both care of 106 High Street, Marlborough, Wiltshire SN8 1LT (the **Creditor**).

**IT IS HEREBY AGREED**

**1 Definitions and interpretation**

**1.1 Definitions**

The following definitions apply in this deed:

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Debt:** the principal amount of the Loan Notes together with all interest due thereon from time to time.

**Loan Notes:** the £6,188,800 principal amount of loan notes issued by the Debtor to the Creditor on or about today's date.

**Related Rights:** any:

- (a) dividend, interest or other distribution paid or payable in relation to any Share; and
- (b) right, money or property accruing, offered or issued at any time in relation to any Share by way of redemption, substitution, exchange, conversion, bonus, preference or otherwise, under option rights or otherwise.

**Security:** 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.

**Shares:** all of the shares in the share capital of the Debtor held by the Shareholders in the proportions set out in Schedule 1.

1.2 If a party is more than one person their rights and obligations are joint and individual.

1.3 Where the context allows the terms Shareholder, Debtor and Creditor include the persons deriving title under each of them respectively.

1.4 Reference to any statute or statutory instrument includes and refers to that statute or statutory instrument as amended or re-enacted and as implemented or amended by any subordinate legislation from time to time.

- 1.5 The clause headings and the table of contents do not affect the interpretation of this legal charge.

## **2 Covenant to pay**

The Debtor agrees with the Creditor to pay the Debt to the Creditor in accordance with the terms of the Loan Note.

## **3 Legal charge**

- 3.1 As security for the Debt, the Shareholders with full title guarantee charge to the Creditor by way of a first fixed charge:

3.1.1 all the Shares; and

3.1.2 all Related Rights.

- 3.2 The security provided under this deed shall not become enforceable unless and until the Debtor has failed to pay the full amount of the Debt by the fifth anniversary of the date hereof.

## **4 Warranties**

- 4.1 The Shareholders warrant that:

4.1.1 they are the sole legal and beneficial owners of the Shares;

4.1.2 that the Shares are free from all Security other than pursuant to this deed.

- 4.2 The Shareholders and the Debtor warranty that neither execution of this deed nor the creation of any security under it does or will contravene any provision of the memorandum or articles of association of either of them.

## **5 Covenants**

- 5.1 The Shareholders shall not at any time, except with the prior written consent of the Creditor:

5.1.1 create, purport to create or permit to subsist any Security on, or in relation to, the Shares other than any Security created by this deed; or

5.1.2 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 Shares.

## **6 Service of notices and proceedings**

- 6.1 Notices and proceedings served under this legal charge are to be in writing and may be served:

6.1.1 personally; or

6.1.2 by first class post.

- 6.2 A party's address for service is its address in this legal charge or as last notified in writing to the other or in the case of a company its registered office and in all cases must be an address in England or Wales.

- 6.3 Service is deemed:

- 6.3.1 at the time of service if served personally; or
- 6.3.2 48 hours (excluding the hours of any day which is not a Working Day) after posting.
- 6.4 A party must notify the other in writing within five Working Days of a change of address or facsimile transmission number.
- 7 **Concessions by Creditor**
- No delay or omission of the Creditor in exercising any right under this legal charge is to impair or waive the right nor is partial exercise of any right to preclude any further exercise of it or the exercise of any other right.
- 8 **Redemption**
- The Creditor will discharge this security if at any time the Debtor pays the Creditor the Debt.
- 9 **Contracts (Rights Of Third Parties) Act 1999**
- No term of this deed is enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 10 **Governing law and jurisdiction**
- This legal charge is governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.

**EXECUTED** as a deed and delivered on the date at the beginning of this deed.

# SCHEDULE 1 – SHAREHOLDERS AND SHARES

SHAREHOLDER/CRN	REGISTERED OFFICE	NO. OF SHARES
TFC Investments Limited/10627369	Gay Dawn Offices, Pennis Lane, Fawkham, Kent DA3 8LX	80
TBB Investments Limited/10627386	Gay Dawn Offices, Pennis Lane, Fawkham, Kent DA3 8LX	80
SASA Holdings Limited/10627652	Gay Dawn Offices, Pennis Lane, Fawkham, Kent DA3 8LX	40
TWM Properties Limited/10627378	Gay Dawn Offices, Pennis Lane, Fawkham, Kent DA3 8LX	60

EXECUTED as a deed by **TFC INVESTMENTS LIMITED** acting by a director in the presence of:

Signature

Director

Signature of witness P. Paul

Name (in BLOCK CAPITALS) PATRICIA PAUL

Address 41 Flowerhill Way, Isted Rise  
Kent DA13 9DS

EXECUTED as a deed by **TBB INVESTMENTS LIMITED** acting by a director in the presence of:

Signature

Director

Signature of witness P. Paul

Name (in BLOCK CAPITALS) PATRICIA PAUL

Address 41 Flowerhill Way, Isted Rise  
Kent DA13 9DS

EXECUTED as a deed by **SASA HOLDINGS LIMITED** acting by a director in the presence of:

Signature

Director

Signature of witness P. Paul

Name (in BLOCK CAPITALS) PATRICIA PAUL

Address 41 Flowerhill Way, Isted Rise  
Kent DA13 9DS

EXECUTED as a deed by **DUNCAN**  
**GEORGE MORRIS** in the presence of:

Signature

Duncan Morris

Signature of witness



Name (in BLOCK CAPITALS)

GEORGINA BACON

Address

106 HIGH STREET,

MARLBOROUGH, WILTSHIRE

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