



Registration of a Charge

Company Name: **FERN TRADING GROUP LIMITED**

Company Number: **06447318**



Received for filing in Electronic Format on the: **28/04/2023**

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Details of Charge

Date of creation: **27/04/2023**

Charge code: **0644 7318 0006**

Persons entitled: **OCTOPUS INVESTMENTS LIMITED**

Brief description:

Contains fixed charge(s).

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: **REBECCA ANNE NIGHTINGALE**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6447318

Charge code: 0644 7318 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 27th April 2023 and created by FERN TRADING GROUP LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 28th April 2023 .

Given at Companies House, Cardiff on 2nd May 2023

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

27 April 2023

Octopus Investments Limited

and

Fern Trading Group Limited

Sub-Charge

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Sub-charge of a Legal Charge

Dated

27 April 2023

- (1) **Octopus Investments Limited** (a company incorporated in England and Wales with company registration number 03942880) whose registered office is at 6th Floor, 33 Holborn, London, EC1N 2HT as chargor (the **Chargor**) and
- (2) **Fern Trading Group Limited** (a company incorporated in England and Wales with company registration number 06447318) whose registered office is at 6th Floor, 33 Holborn, London, EC1N 2HT as lender (the **Lender**)

Definitions

In this Deed except where a different interpretation is necessary in the context the following expressions shall have the following meanings:

Mortgage	a mortgage of the Property dated 27 April 2023 and granted by the Mortgagor to the Chargor
Mortgagor	James Kenneth George Barnes of 134 Athelstan Road, Hastings, East Sussex, TN34 5JE
Property	Description: 134 Athelstan Road, Hastings, TN35 5JE Tenure: Freehold Title Number: HT19747
Receiver	a receiver appointed pursuant to the provisions of this Deed or pursuant to any applicable law and such expression shall include without limitation a receiver and manager or to the extent permissible by law an administrative receiver
Secured Obligations	all present and future monies obligations and liabilities owed by the Chargor to the Lender whether actual or contingent and whether owed jointly or severally as principal or surety and/or in any other capacity together with all interest (including without limitation any default interest) accruing in respect of such monies or liabilities and fees and expenses

1. Charge

The Chargor covenants to discharge on demand the Secured Obligations and as a continuing security for such discharge and with full title guarantee charges at law to the Lender

(a) all principal, interest and other money now and in the future secured by the Mortgage;

(b) all principal, interest and other money now and in the future secured by any other security now and in the future held by the Chargor for the same indebtedness.

2. Obligations under Mortgage

The Chargor will procure that the obligations of mortgagor under the Mortgage are fully observed and performed

3. Restrictions on Charging

The Chargor will not without the prior written consent of the Lender create or permit to arise any mortgage charge or lien on the Property or the Mortgage

4. Powers of the Lender

4.1. Section 103 of the Law of Property Act 1925 shall not apply and the Lender may exercise its power of sale and other powers under that Act or the Land Registration Act 2002 or any other Act or this Deed at any time after the date of this Deed

4.2. The Lender will not be liable to account to the Chargor as mortgagee in possession for any money not actually received by the Lender

4.3. Section 93(1) of the Law of Property Act 1925 shall not apply to this Deed

4.4. In addition to any lien or right to which the Lender may be entitled by law the Lender may from time to time without notice and both before and after demand set off the whole or any part of the Secured Obligations against any deposit or credit balance on any account of the Chargor with the Lender (whether or not that deposit or balance is due to the Chargor)

4.5. Despite any term to the contrary in relation to any deposit or credit balance on any account of the Chargor with the Lender that deposit or balance will not be capable of being assigned dealt with mortgaged or charged and will not be repayable to the Chargor before all the Secured Obligations have been discharged but the Lender may without prejudice to this Deed permit the Chargor to make withdrawals from time to time

5. Power of Attorney

The Chargor irrevocably appoints the Lender and any Receiver severally to be the attorney of the Chargor (with full power of substitution and delegation) in the Chargor's name and on the Chargor's behalf and as the Chargor's act and deed to sign or execute all deeds instruments and documents or take continue or defend any proceedings which may be required by the Lender or any Receiver pursuant to this Deed or the exercise of any of their powers

6. Appropriation

6.1. Subject to Clause 6.2 the Lender may appropriate all payments received for the account of the Chargor in reduction of any part of the Secured Obligations as the Lender decides

6.2. The Lender may open a new account or accounts upon the Lender receiving actual or constructive notice of any charge or interest affecting the Property or the Mortgage. Whether or not the Lender opens any such account no payment received by the Lender after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Secured Obligations outstanding at the time of receiving such notice

7. Preservation of other Security and Rights and Further Assurance

- 7.1. This Deed is in addition to any other security present or future held by the Lender for the Secured Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Lender
- 7.2. The Chargor will at the Lender's request and at the Chargor's own cost execute any deed or document and take any action required by the Lender to perfect this security or further to secure on the Property and the Mortgage the Secured Obligations
- 7.3. Memorandum and Articles of Association

If the Chargor is a company the Chargor certifies that this Deed does not contravene the Chargor's Memorandum and Articles of Association

8. Notices

- 8.1. Any notice or demand by the Lender may be sent by post or fax or delivered to the Chargor at the Chargor's address last known to the Lender or if the Chargor is:
 - 8.1.1. a company any notice or demand may be served personally on any of its directors or its secretary
 - 8.1.2. a limited liability partnership any notice or demand may be served personally on any of its members
- 8.2. A notice or demand by the Lender by post shall be deemed served on the day after posting
- 8.3. A notice or demand by the Lender by fax shall be deemed served at the time of sending

9. Governing Law

- 9.1. This Deed shall be governed by and construed in accordance with English law
- 9.2. The Chargor irrevocably agrees for the exclusive benefit of the Lender that the courts of England shall have jurisdiction to hear and determine any suit action or proceeding and to settle any dispute which may arise out of or in connection with this Deed and for such purposes irrevocably submits to the jurisdiction of such courts



10. Interpretation

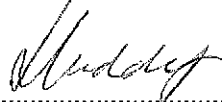
- 10.1. The expressions "Chargor" and "Lender" where the context admits include their respective successors in title and assigns
- 10.2. References to the "Property" include any part of it
- 10.3. Interest will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Lender may select
- 10.4. Each of the provisions of this Deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

In Witness whereof this Deed has been executed and delivered as a deed by the parties hereto on the date stated at the beginning of this Deed

Executed as a deed by
Octopus Investments Limited
acting by its Attorney
Adam Hattersley
in the presence of:

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)
)
)




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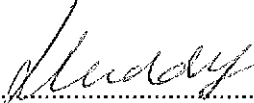
Witness signature.....
Name of Witness.....LOUISA CUDDY
Address of Witness.....
Occupation.....PARALEGAL

Fieldfisher LLP
17th Floor
No. 1 Spinningfield
1 Hardman Street
Manchester
M3 3EB

Executed as a deed by
Fern Trading Group Limited
acting by its Attorney
Adam Hattersley
in the presence of:

)
)
)
)


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Witness signature.....
Name of Witness.....LOUISA CUDDY
Address of Witness.....
Occupation.....PARALEGAL

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