



Registration of a Charge

Company Name: **TAVERNOR FARMING LIMITED**

Company Number: **06554055**



Received for filing in Electronic Format on the: **10/08/2022**

XBA35CUP

Details of Charge

Date of creation: **10/08/2022**

Charge code: **0655 4055 0002**

Persons entitled: **CHRISTOPHER NICHOLAS ATKIN AND ISOBEL RACHEL ATKIN**

Brief description: **LAND AND BUILDINGS AT TILLEY MANOR FARM TILLEY VILLAGE WEM SHREWSBURY SY4 5HE REGISTERED AT THE LAND REGISTRY UNDER TITLE NUMBERS SL94725, SL150223, SL139817 AND SL95483**

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: **SEAN SPINETTO**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6554055

Charge code: 0655 4055 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 10th August 2022 and created by TAVERNOR FARMING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 10th August 2022 .

Given at Companies House, Cardiff on 12th August 2022

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 10th AUGUST 2022

TAVERNOR FARMING LIMITED

-and-

CHRISTOPHER NICHOLAS ATKIN AND ISOBEL RACHEL ATKIN

DEED OF CHARGE

We hereby certify that
this is a true copy of the original
10-10/8/22

Pickering & Butters Solicitors

THIS DEED OF CHARGE is made the 10th

August
day of 2022

BETWEEN:

- (1) **TAVERNOR FARMING LIMITED** incorporated in England and Wales under company number 6554055 whose registered office is at Mount Farm Norton in Hales Market Drayton Shropshire TF9 4AZ ("the Debtor") which expression shall where the context admits include persons deriving title under the Debtor or entitled to redeem this security
- (2) **CHRISTOPHER NICHOLAS ATKIN AND ISOBEL RACHEL ATKIN** of Darley Hall Farm Oulton Park Tarporley Cheshire CW6 9BL ("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 Charge)

BACKGROUND

- (A) By a transfer ("**the Transfer**") dated 4th April 2008 the property described in the First Schedule ("**the Transferred Property**") was purchased by Roland John Tavernor and Mary Jane Tavernor ("Mr & Mrs Tavernor") from the Creditor
- (B) Immediately after the completion of the Transfer Mr & Mrs Tavernor entered into a deed of covenant ("**the Deed of Covenant**") covenanting to pay a clawback payment in certain circumstances set out in the Deed of Covenant
- (C) Mr & Mrs Tavernor also entered into a charge dated 4th April 2008 with the Creditor to secure the clawback payment
- (D) Mr & Mrs Tavernor have upon even date transferred the Property to the Debtor who has agreed to enter into this Deed of Charge ("**Deed of Charge**") for the purposes of securing the clawback payment
- (C) Since the calculation of the debt to be secured by this Deed of Charge 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.
- (D) It is however the intent of the parties that insofar as such payment can be secured by charge by way of legal mortgage it shall so be under this Deed of

Charge but that insofar as it cannot so be then it shall be secured by the equitable charge hereinafter appearing but not further or otherwise

NOW THIS DEED WITNESSES as follows:

1. Definitions

Words and expressions defined in the Deed of Covenant shall have the same meaning when used in this Deed of Charge.

2 Covenant to Pay

The Debtor hereby covenants with the Creditor to pay to the Creditor the Development Payment and all such other monies as the Creditor shall be entitled to under the terms of the Deed of Covenant

3 Legal Charge

The Debtor as owner with full title guarantee hereby charges the Property described in the Second Schedule (" the Mortgaged Property") by way of a second ranked legal mortgage with the payment to the Creditor of the Development Payment and all such other monies covenanted to be paid.

4. Equitable Charge

In accordance with paragraph (C) and (D) above the Debtor hereby charges the Property in equity with the payment to the Creditor of all the said monies as aforesaid

5. Declaration

In so far as the Property shall be hereby charged in equity and not by way of legal mortgage but not further or otherwise and without prejudice to the rights of any prior mortgages who shall rank in priority to the charges hereby created the Debtor hereby declares that he 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 for the purposes of enforcing the obligations of the Debtor pursuant to the Deed of Covenant but not otherwise and the Creditor shall have full power to appoint himself 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.

6. Good Faith

It is hereby agreed and declared that the intention of this Deed of Charge is to secure the Development Payment for the Creditor and the Creditor shall accordingly act in good faith and with all due diligence in respect of all dealings with the Debtor and the Debtor's mortgagees in respect of any of the Creditor's obligations created by this Deed of Charge

7 Statutory Powers

The statutory and other powers of sale and appointing a receiver shall become exercisable by the Creditor immediately only if:-

- (a) any payment of any money payable to the Debtor under this deed is not paid on the due date and after it has been demanded; or
- (b) the Debtor fails to comply with any of its obligations under this Deed of Charge or the Deed of Covenant or any deed supplemental to it which may materially prejudice the Creditor's security hereunder and the failure (if capable of being remedied) remains unremedied for 28 days after being called to its attention by written notice from the Creditor; or
- (c) any steps are taken by any person to enforce any rights in respect of the Property which may materially prejudice the Creditors security hereunder

8 Release

Upon the 3rd April 2028 the provisions of this Deed shall cease to have effect and shall be null and void and the Charge hereby created shall be deemed to be discharged and the Creditor shall at the request and cost of the Debtor provide the Debtor with a deed confirming such discharge but so that the provisions hereof shall continue to be of effect in regard to any of the Development Payment due to the Creditor but remaining unpaid as at the date of the said expiry

9 Joint and Several Liability

If there is more than one Debtor covenants herein by the Debtor shall be deemed to be joint and several

The First Schedule

The Transferred Property

All that freehold property known as Tilley Manor Farm Tilley Wem Shrewsbury SY4 5HE together with the land lying to the south of Grafton Farm Noneley Wem Shropshire and which is comprised in Title Numbers SL95483, SL150223, SL94725 and SL139817

The Second Schedule

The Mortgaged Property

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**EXECUTED as a DEED by the said
TAVERNOR FARMING LIMITED**
By

.....

A director

in the presence of

Witness Signature.. Helen Evans

Witness Name.. HELEN EVANS

Witness Address.. BROOK HOUSE, MOSS LANE,

WHITKILL, WHITCHURCH

Witness Occupation.. CONSULTANT



**SIGNED as a DEED by the said
CHRISTOPHER NICHOLAS ATKIN**

C. N. A.

in the presence of

Witness Signature.. Helen Evans

Witness Name.. HELEN EVANS

Witness Address.. BROOK HOUSE, MOSS LANE,

.....WHIXALL, WHITCHURCH

Witness Occupation....CONSULTANT

SIGNED as a DEED by the said
ISOBEL RACHEL ATKIN

.....I.R.A.H.

in the presence of

Witness Signature...Helen.....Evans.

Witness Name...HELEN.....EVANS

Witness Address...BROOK HOUSE, MOSS LANE,

WHIXALL, WHITCHURCH

Witness Occupation...CONSULTANT


DATED 10th AUGUST 2022

TAVERNOR FARMING LIMITED

-and-

CHRISTOPHER NICHOLAS ATKIN AND ISOBEL RACHEL ATKIN

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 - 10/8/22

Pickering & Butters Solicitors

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EXECUTED as a DEED by the said

TAVERNOR FARMING LIMITED

By **ROLAND JOHN TAVERNOR**

.....
.....

A director

in the presence of

Witness Signature.....

Witness Name..... **SEAN SPINETTO**

Witness Address..... **PICKERING & BUTTERS
SOLICITORS
19 Greengate Street
Stafford ST16 2LU
DX 14551 STAFFORD 1**

Witness Occupation..... **SOLICITOR**

SIGNED as a DEED by the said

ROLAND JOHN TAVERNOR

in the presence of

Witness Signature.....

Witness Name.....

Witness Address.....

.....

Witness Occupation.....

SIGNED as a DEED by the said

MARY JANE TAVERNOR

in the presence of

Witness Signature.....

Witness Name.....

Witness Address.....

.....

Witness Occupation.....