

828802

A10

In accordance with  
Sections 859A and  
859J of the Companies  
Act 2006

**MR01**

Particulars of a charge

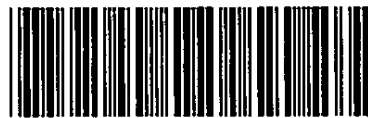


**A fee is payable with this form.**  
Please see 'How to pay' on the  
last page

**You can use the WebFiling**  
Please go to [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)

☒ **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 the  
instrument Use form MR02



\*A35GFK5T\*  
A16 09/04/2014 #19  
COMPANIES HOUSE

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

### 1 Company details

Company number 0 8 9 0 4 4 5 7  
Company name in full RANGEFORD CIRENCESTER LIMITED

2 For official use  
→ **Filing in this form**  
Please complete in typescript or in  
bold black capitals  
All fields are mandatory unless  
specified or indicated by \*

### 2 Charge creation date

Charge creation date d 0 d 4 m 0 m 4 y 2 y 0 y 1 y 4

### 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 FERN TRADING LIMITED

Name

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge

**MR01****Particulars of a charge****4****Description**

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

**Continuation page**

Please use a continuation page if you need to enter more details

Description

LAND AT SIDDINGTON PARK FARM, SIDDINGTON, CIRENCESTER GL7 6ET (BEING THE PART OF THE LAND REGISTERED AT THE LAND REGISTRY WITH TITLE NUMBER GR176895) SHOWN EDGED RED, EDGED GREEN AND HATCHED RED AND RESPECTIVELY MARKED AREA A, AREA B AND AREA C ON THE PLAN ATTACHED TO THE DEED BUT EXCLUDING THE STRIP OF LAND 300MM WIDE BETWEEN THE PROPERTY AND THE ADJOINING LAND BETWEEN POINTS MARKED F-G-H-I ON THE PLAN ATTACHED TO THE DEED BUT FOR THE AVOIDANCE OF DOUBT INCLUDING ANY LAND WHICH AJOINS BOTH (A) THE LAND EDGED AND HATCHED RED ON THE PLAN ATTACHED TO THE DEED AND (B) THE A419 AND FALLS WITHIN THE LAND REGISTERED UNDER TITLE NUMBER GR176895

**5****Fixed charge or fixed security**

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**☐ **No**

MR01

Particulars of a charge

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**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

*Steele Smith AP*

X

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

# MR01

## Particulars of a charge



### Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name ALV/192484 190

Company name Shoosmiths LLP

Address APEX PLAZA

FORBURY ROAD

Post town READING

County/Region BERKSHIRE

Postcode R G 1 1 S H

Country

DX DX117879 Reading (APEX PLAZA)

Telephone 03700 868800



### 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 £13 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.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquires@companieshouse.gov.uk](mailto:enquires@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)**



**FILE COPY**

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

Company number: 8904457

Charge code: 0890 4457 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 4th April 2014 and created by RANGEFORD CIRENCESTER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 9th April 2014

Given at Companies House, Cardiff on 15th April 2014



**Companies House**



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

## ACCESSION DEED

THIS ACCESSION DEED is made on the 4<sup>th</sup> day of APRIL 2014

Between

- (1) **RANGFORD CIRENCESTER LIMITED**, a company incorporated in England and Wales (company number 08904457) whose registered office is at 133 Station Road, Sidcup, Kent DA15 7AA (the "Acceding Obligor"),
- (2) **FERN TRADING LIMITED**, a company incorporated in England and Wales (company number 6447318) whose registered office is at 20 Old Bailey, London EC4M 7AN (the "Lender"), and
- (3) **RANGFORD HOLDINGS LIMITED**, a company registered in England and Wales (company number 08495794) whose registered office is at 133 Station Road, Sidcup, Kent DA15 7AA (the "Parent"),

and is supplemental to a guarantee and debenture dated 6 August 2013 between, amongst others, the Lender and the Parent (the "Guarantee and Debenture")

This Deed witnesses as follows

- 1 Terms defined in the Guarantee and Debenture have the same meaning when used in this Deed unless given a different meaning in this Deed
- 2 The Acceding Obligor confirms that it has been supplied with a copy of the Guarantee and Debenture and that it is a Subsidiary of the Parent
- 3 The Acceding Obligor agrees to be bound by the terms of the Guarantee and Debenture as an Obligor and shall be party to the Guarantee and Debenture with effect from the date of this Deed as an Obligor as if it were named in the Guarantee and Debenture as an Obligor (but so that the security created on this accession will be created on the date of this Deed)
- 4 Without prejudice to the generality of paragraph 3 above
  - (a) all security created under this Deed is in favour of the Lender and is security for the payment, discharge and performance of the Secured Obligations, and
  - (b) all security created under this Deed is made with full title guarantee in accordance with the Law of Property (Miscellaneous Provisions) Act 1994

- 5 The Acceding Obligor

I certify that, save for material redacted charges by way of legal mortgage, the Real Property specified in the schedule to this Deed and any other Real Property now or at any time after the date of this Deed belonging to it,

charges by way of fixed charge, any Real Property now or at any time after the date of this Deed belonging to it (other than property charged under paragraph (a) above),

charges by way of fixed charge, all Plant and Machinery owned by it and its interest in any Plant and Machinery in its possession, including the Plant and Machinery specified in the schedule to this Deed,

charges by way of fixed charge, all present and future Receivables owned by it, other than those validly and effectively assigned under paragraph (c) below,

Date 8-4-14  
Signed [Signature]  
Shoosmiths LLP  
Apex Plaza, Forbury Road  
Reading RG1 1SH

I certify that, save for material redacted charges by way of legal mortgage, the Real Property specified in the schedule to this Deed and any other Real Property now or at any time after the date of this Deed belonging to it, this copy instrument is a correct copy of the original instrument.

- (e) charges by way of fixed charge, other than those validly and effectively assigned under paragraph (o) below,
  - i all present and future Investments owned by it, including those specified in the schedule to this Deed,
  - ii all Investment Derivative Rights owned by it,
  - iii where any Investment is held in a system for the deposit and settlement of transactions in investments, all rights against the operator of such system or any participant in respect of such Investment,
- (f) charges by way of fixed charge, all present and future Intellectual Property Rights owned by it, including those specified in the schedule to this Deed,
- (g) charges by way of fixed charge all of its rights in respect of any amount standing to the credit of any Accounts held by it, including those specified in the schedule to this Deed, and the debt represented by those Accounts,
- (h) charges by way of fixed charge, its goodwill,
- (i) charges by way of fixed charge, its uncalled capital,
- (j) charges by way of fixed charge, all rights, interests and claims in the Insurance Policies, including those specified in the schedule to this Deed, other than those validly and effectively assigned under paragraph (o) below,
- (k) charges by way of fixed charge, all rights, interests and claims in the Material Contracts, other than those validly and effectively assigned under paragraph (o) below,
- (l) charges by way of fixed charge, the benefits of all licences, consents and authorisations held in connection with its business or the use of any Charged Property, and the right to any compensation in respect of any of them,
- (m) charges by way of fixed charge, all rights, interests and claims in any pension fund now or in the future, and
- (n) charges by way of floating charge, the whole of its undertaking and assets, present and future other than any assets validly and effectively mortgaged, charged or assigned by way of security (whether at law or in equity) by this Deed,
- (o) assigns absolutely to the Lender, subject to a proviso for re-assignment on redemption, all of its rights, title, interest and benefit from time to time in and to the
  - i Material Contracts,
  - ii Insurance Policies,
  - iii Investments, and
  - iv Receivables, and
- (p) irrevocably and unconditionally, jointly and severally

- i guarantees to the Lender punctual performance by each other Obligor of the Secured Obligations,
  - ii undertakes with the Lender that whenever another Obligor does not pay any of the Secured Obligations, that Obligor shall immediately on demand pay that amount as if it was the principal obligor, and
  - iii agrees with the Lender that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify the Lender immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it on the date when it would have been due. The amount payable by an Obligor under this indemnity will not exceed the amount it would have had to pay under this paragraph (p) if the amount claimed had been recoverable on the basis of a guarantee
- 6 The Additional Obligor consents to an application being made to the Chief Land Registrar to enter the following restriction on the Register of Title for its Real Property
- "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 Deed dated [●] in favour of Fern Trading Limited referred to in the charges register"*
- 7 The Additional Obligor applies to the Chief Land Registrar for the following to be entered on the Register of Title in relation to any of its Real Property the title to which is registered at the Land Registry
- "The Lender under a facility agreement dated [●] between, Rangeford Holdings Limited and Fern Trading Limited is under an obligation (subject to the terms of that facility agreement) to Rangeford Holdings Limited to make further advances and the composite guarantee and debenture referred to in the charges register dated [●] in favour of Fern Trading Limited secures those further advances"*
- 8 The fact that no or incomplete details of any asset are inserted in the schedule to this Deed does not affect the validity of the security created by this Deed
- 9 If the Acceding Obligor assigns an agreement under this Deed and the assignment or charge breaches a term of that agreement because a third party's consent has not been obtained
- a) the Acceding Obligor must notify the Lender immediately,
  - b) unless the Lender otherwise requires, the Acceding Obligor must use all reasonable endeavours to obtain the consent as soon as practicable, and
  - c) the Acceding Obligor must promptly supply the Lender with a copy of the consent obtained by it
- 10 The Acceding Obligor confirms that
- (a) it is a limited liability company incorporated under the laws of England and Wales,
  - (b) no Enforcement Event is continuing or would occur as a result of it becoming an Additional Obligor, and



(c) each of the representations set out in clause 9 (*Representations*) of the Guarantee and Debenture are true and correct as at the date of this Deed as if made by reference to it, this Deed and the facts and circumstances then existing

- 11 The Acceding Obligor acknowledges that other persons may be added to, or released from, the Guarantee and Debenture without the Acceding Obligor's consent
- 12 The Parent for itself and as agent for the Obligors under the Guarantee and Debenture agrees to all matters provided for in this Deed
- 13 The Guarantee and Debenture continues in full force and effect and the Guarantee and Debenture and this Accession Deed shall be read and construed as one document
- 14 The provisions of Clauses 23 4 (*Partial invalidity*), 25 (*Counterparts*) and 27 (*Junsdiction*) of the Guarantee and Debenture apply to this Deed as if set out in full in this Deed but as though references to the Guarantee and Debenture were references to this Deed
- 15 A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Deed
- 16 This Deed and any non-contractual obligations arising out of or in connection with it are governed by English law

This Deed was executed and delivered as a deed on the date written above

## **SCHEDULE TO ACCESSION DEED**

### **Accounts**

None as at the date of this Deed

### **Real Property - Registered Land**

Land at Siddington Park Farm Siddington Cirencester GL7 6ET being the part of the land registered at the Land Registry under Title No GR176895 shown edged red, edged green and hatched red and respectively marked "Area A" "Area B " and "Area C" on the plan attached at Appendix A of the Legal Charge (but excluding the strip of land 300mm wide between the Property and the adjoining land between the points marked "F"-G"-H"- "I" on the Plan) but for the avoidance of doubt the Property includes any land which adjoins both (a) the land edged and hatched red on the Plan and (b) the A419 and falls within the land registered under Title Number GR176895

### **Real Property - Unregistered Land**

None as at the date of this Deed

### **Intellectual Property Rights**

None as at the date of this Deed

### **Investments**

None as at the date of this Deed

### **Material Contracts**

- 1 A contract for sale of part of the Property (Area A and Area C) between Mervyn Eric Dobson Carol Ann Dobson and Richard David Pierce (1) and Rangeford Cirencester Limited (2)
- 2 A contract for sale of part of the Property (Area B) between Mervyn Eric Dobson and Carol Ann Dobson (1) and Rangeford Cirencester Limited (2)
- 3 A composite Transfer between Mervyn Eric Dobson Carol Ann Dobson and Richard David Pierce (1) Mervyn Eric Dobson Carol Ann Dobson (2) and Rangeford Cirencester Limited (3) transferring the entire Property to Rangeford Cirencester Limited
- 4 An Overage Deed (re Area A and Area C) between Mervyn Eric Dobson Carol Ann Dobson and Richard David Pierce (1) and Rangeford Cirencester Limited (2)
- 5 An Overage Deed (re Area B) between Mervyn Eric Dobson and Carol Ann Dobson (1) and Rangeford Cirencester Limited (2)

SIGNATORIES

The Acceding Obligor

SIGNED as a DEED by )

RANGEFORD CIRENCESTER LIMITED )

acting by a director in the presence of ) Director



Signature of witness



Name

ROSANNA DIMMICK

(in BLOCK CAPITALS)

Address

~~35A~~ 35 A MACLISE ROAD

LONDON

W14 0PR

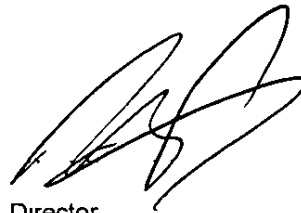
Occupation EXECUTIVE ASSISTANT

**The Parent**

SIGNED as a DEED by )

RANGEFORD HOLDINGS LIMITED )

acting by a director in the presence of )



Director

Signature of witness



Name

ROSANNA DIMMICK

(in BLOCK CAPITALS)

Address

35 A MACLISE ROAD  
LONDON  
W14 0PR

Occupation EXECUTIVE ASSISTANT

**The Lender**

FERN TRADING LIMITED

By

**The Parent**

SIGNED as a DEED by )  
**RANGFORD HOLDINGS LIMITED** )  
acting by a director in the presence of ) Director

Signature of witness

Name

(in BLOCK CAPITALS)


Address

Occupation

**The Lender**

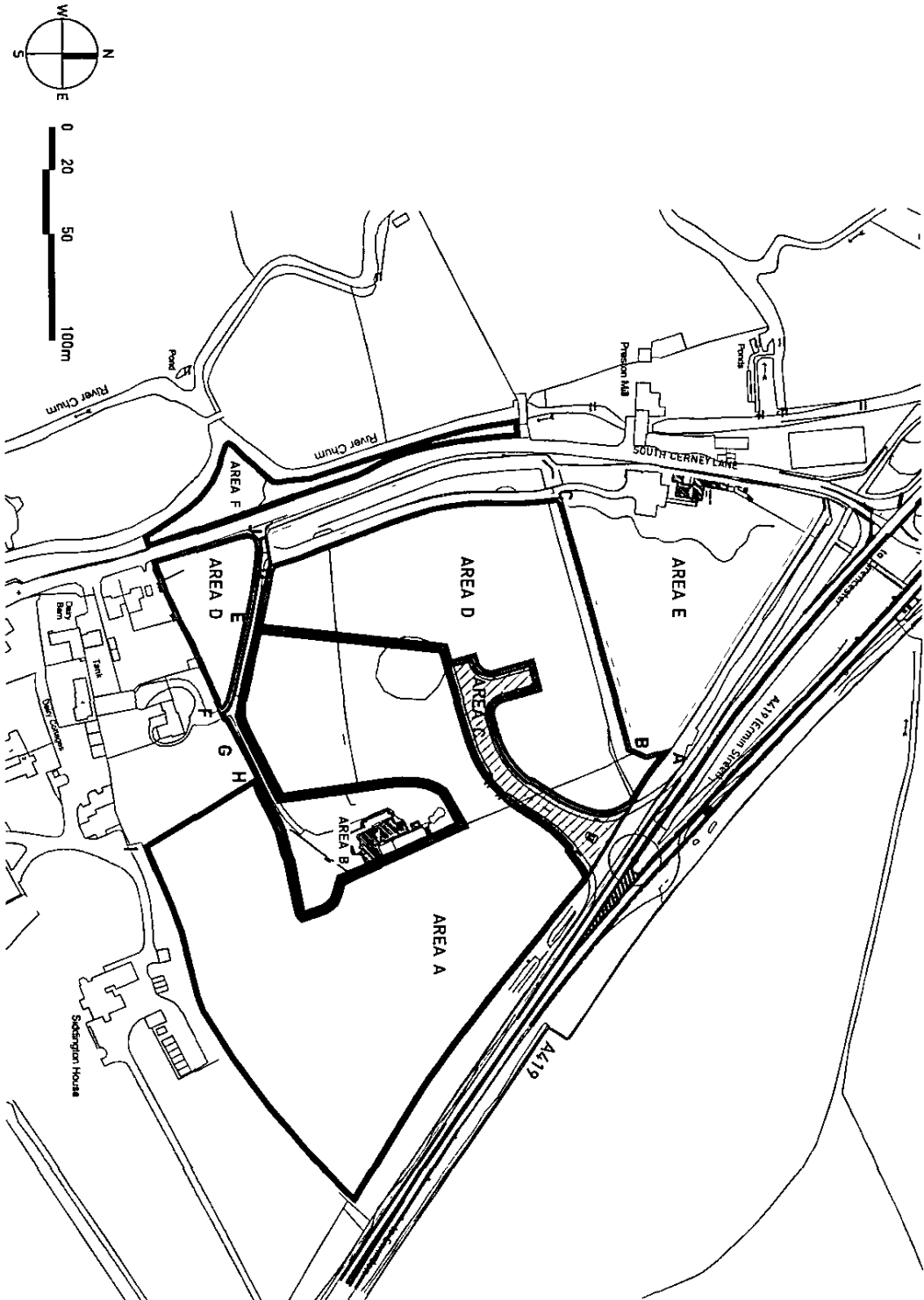
**FERN TRADING LIMITED**

By



ALISTAIR SEABRIGHT  
AS ATTORNEY.

**Appendix A**  
**Plan of Real Property - Registered Land**



# SIDDINGTON PARK FARM - LAND TRANSFER PLAN

| T 01285 641717 | F 01285 642368 | www.pegasusppg.co.uk | Team: MGC/CLH | APRIL 2014 | 1:2000 G.A3 | dwg: D 0337\_09A1 | Client: M DOBSON |