

133274/13  
**MG01**

Particulars of a mortgage or charge



**A fee is payable with this form.**

We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page

☒ **What this form is for**  
You may use this form to register  
particulars of a mortgage or charge  
in England and Wales or Northern  
Ireland

☐ **What this form is NOT for**  
You cannot use this form  
particulars of a charge for  
company. To do this, please  
use form MG01s

WEDNESDAY



LD5

07/12/2011

85

COMPANIES HOUSE

For official use

**1 Company details**

Company number 0 0 0 8 7 9 1 1

Company name in full Nufarm Limited (the "Chargor")

**Filling in this form**

Please complete in typescript or in  
bold black capitals

All fields are mandatory unless  
specified or indicated by \*

**2 Date of creation of charge**

Date of creation d2 d4 m1 m1 y2 y0 y1 y1

**3 Description**

Please give a description of the instrument (if any) creating or evidencing the  
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Fixed and Floating Security Document (the "**Security Document**") dated 24 November 2011  
between the Chargor, Nufarm UK Limited (registration number 02882993), A H Marks Holdings  
Limited (registration number 05596168) and Nufarm Crop Products UK Limited (registration  
number 05158288) (each a "**Company**" and together the "**Companies**") and National Australia  
Bank Limited (the "**Security Trustee**", as security trustee for the benefit of the Finance Parties  
(which expression shall include its successors in title, permitted assigns and permitted  
transferees))

**4 Amount secured**

Please give us details of the amount secured by the mortgage or charge

Amount secured The "**Liabilities**", which are defined in the Security Document as  
meaning all present and future moneys, debts and liabilities due,  
owing or incurred by the Company to any Finance Party under or in  
connection with any Finance Document including, but not limited to  
Secured Money (in each case whether alone or jointly, or jointly and  
severally, with any other person, whether actually or contingently and  
whether as principal, surety or otherwise)

**Continuation page**

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

# MG01

## Particulars of a mortgage or charge

### 5 Mortgagee(s) or person(s) entitled to the charge (if any)

Please give the name and address of the mortgagee(s) or person(s) entitled to the charge

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

Name National Australia Bank (as Security Trustee)

Address Level 25, 255 George Street, Sydney, New South Wales 2000,  
Australia

Postcode 2 0 0 0

Name

Address

Postcode

### 6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

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

Short particulars Please see attached continuation pages

# MG01

## Particulars of a mortgage or charge

<b>7</b>	<b>Particulars as to commission, allowance or discount (if any)</b>  Please insert the amount or rate percent of any commission, allowance or discount paid or made either directly or indirectly by the company to any person on consideration of his <ul style="list-style-type: none"><li>- subscribing or agreeing to subscribe, whether absolutely or conditionally, or</li><li>- procuring or agreeing to procure subscriptions, whether absolute or conditional,</li></ul> for any debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered	
Commission, allowance or discount	Nil	
<b>8</b>	<b>Delivery of instrument</b>  You must deliver the original instrument (if any) creating or evidencing the charge and these prescribed particulars to the Registrar of Companies within 21 days after the date of creation of the charge (section 860). If the property is situated and the charge was created outside the United Kingdom (UK), you must deliver the information to the Registrar within 21 days after the date on which the instrument could have been received in the UK in the normal course of post and assuming you had posted it promptly (section 870)  We will accept a verified copy of the instrument creating the charge where the property charged is situated and the charge was created outside the UK (section 866). The company or the person who has delivered the copy to the Registrar must verify it to be a correct copy and sign it. Where a body corporate gives the verification, an officer of that body must sign it. We will also accept a verified copy where section 867(2) applies (property situated in another part of UK)	
<b>9</b>	<b>Signature</b>  Please sign the form here  Signature  X      Linksters LLP      X  This form must be signed by a person with an interest in the registration of the charge	

**MG01****Particulars of a mortgage or 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 and will establish where we return the original documents. The contact information you give will be visible to searchers of the public record.

Contact name Ed Hobbs

Company name Linklaters LLP

Address One Silk Street

Post town London

County/Region London

Postcode E C 2 Y 8 H Q

Country UK

DX 10 London / City

Telephone 0207 456 2000

Please return  
to  
CH London Courier

**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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or person(s) entitled to the charge
- ☐ You have entered the short particulars of all the property mortgaged or charged
- ☐ You have signed the form
- ☐ You have enclosed the correct fee

**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.**

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 [enquiries@companieshouse.gov.uk](mailto:enquiries@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)**

**MG01 CONTINUATION PAGE 1 (Short Particulars of the property charged)**

NUFARM LIMITED (Company number 00087911)

**1 FIXED CHARGES**

The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of the Chargor or any other Company), charged in favour of the Security Trustee (as trustee for the Beneficiaries)

- (a) by way of first legal mortgage, all Real Property in England and Wales (including that described in Note (2) of the continuation page of this form) as at the date of the Security Document belonging to it,
- (b) by way of first fixed equitable charge, all other Real Property as at the date of the Security Document belonging to it and all Real Property acquired by it in the future, and
- (c) by way of first fixed charge, all its present and future
  - (i) Book Debts,
  - (ii) Bank Accounts (including the bank accounts described in Note (2) of the continuation page to this form),
  - (iii) Investments (including the shares described in Note (2) of the continuation page to this form),
  - (iv) uncalled capital and goodwill,
  - (v) Intellectual Property (including that described in Note (2) of the continuation page to this form),
  - (vi) beneficial interest in any pension fund,
  - (vii) plant and machinery (except that mortgaged or charged by paragraph (a) or (b) of Clause 3 of the Security Document (as described in paragraphs (a) and (b) of this paragraph 1)),
  - (viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits

**2 FLOATING CHARGE**

- 2.1 Creation** The Chargor, with full title guarantee and as security for the payment of all Liabilities (whether of that Chargor or any other Company), charged in favour of the Security Trustee (as trustee for the Beneficiaries) by way of first floating charge its

NUFARM LIMITED (Company number 00087911)

undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 3 (*Fixed charges*)) of the Security Document (as described in paragraph 1 above) but excluding (a) the Excluded Property, (b) the rental income derived from the Excluded Property, (c) the Excluded Property Rights, and (d) the proceeds of the disposal of any of the assets described at (a), (b) or (c)

**2.2 Qualifying Floating Charge**

- (a) The floating Charge created by the Chargor pursuant to Clause 2.1 above (*Creation*) of the Security Document is a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act
- (b) Paragraph 14 of Schedule B1 to the Insolvency Act is expressed to apply to the Security Document and the Security Trustee may appoint an Administrator of any Company pursuant to that paragraph

**2.3 Ranking** The floating Charge created by the Chargor pursuant to the Security Document ranks

- (a) behind all the fixed Charges created by that Chargor, but
- (b) in priority to any other Security over the Charged Assets of that Chargor except for Security ranking in priority in accordance with paragraph (f) of Schedule 2 (*Rights of Receivers*) of the Security Document

**MG01 CONTINUATION PAGE 3 (Short particulars of all the property mortgaged or charged)**

NUFARM LIMITED (Company number 00087911)

**Note (1):** In this Form, except to the extent that the context requires otherwise

**Defined Terms**

**"Administrator"** means an administrator appointed under Schedule B1 to the Insolvency Act 1986

**"Agent"** means Credit Suisse AG, Sydney Branch

**"Arranger"** means Coöperatieve Centrale Raiffeisen-Boerenleenbank B A (Rabobank), Australia Branch

**"Bank Accounts"** of a Chargor means all current, deposit or other accounts with any bank or financial institution in which it now or in the future has an interest and (to the extent of its interest) all balances now or in the future standing to the credit of or accrued or accruing on those accounts

**"Beneficiary"** means each of the following (subject to Clause 4 of the Security Trust Deed which provides for New Financiers)

- (a) the Security Trustee,
- (b) a Participant,
- (c) a Hedge Counterparty,
- (d) a New Financier,
- (e) a New Financier Representative, or
- (f) any successor or permitted substitute or assign of any of the above

where that person (except the Security Trustee and each Participant that is party to the Security Trust Deed) or the relevant Financier Representative on its behalf has agreed to comply with the obligations of a Beneficiary under the Security Trust Deed by executing and delivering to the Security Trustee a deed poll substantially in the form of annexure B of the Security Trust Deed or another document acceptable to the Security Trustee

**"Book Debts"** means all book and other debts of any nature, and all other rights to receive money (excluding Bank Accounts), as at the date of the Security Document or in the future due, owing or payable to it and the benefit of all related negotiable instruments, rights, Security, guarantees and indemnities of any kind

**"Charged Assets"** means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets

**"Charge" or "Charges"** means all or any of the Security created or expressed to be created by or pursuant to the Security Document

**MG01 CONTINUATION PAGE 4 (Short particulars of all the property mortgaged or charged)**

NUFARM LIMITED (Company number 00087911)

**"Company"** means any one or more of the following

- (i) A H Marks Holdings Limited (registration number 05596168),
- (ii) Nufarm Crop Products UK Limited (registration number 05158288),
- (iii) Nufarm Limited (registration number 00087911), and
- (iv) Nufarm UK Limited (registration number 02882993)

**"Debt Instrument"** has the meaning given to it in the Security Trust Deed

**"Derivative Transaction"** means a swap, option, hedge forward, futures or similar transaction

**"Excluded Property"** means the real estate owned by Nufarm UK Limited listed in Schedule 8 (*Excluded Property*) of the Security Document and listed in Note (3) of the continuation pages to this form MG01

**"Excluded Property Rights"** means any option to purchase the freehold or superior leasehold, or to obtain a new lease of the Excluded Property, any guarantees relating to the Excluded Property, any share or membership rights in a residents' association or management company relating to the Excluded Property and any other benefit or right of any kind relating to the Excluded Property its construction use or title

**"Existing Debenture"** means the fixed and floating security agreement dated 15 March 2011 between the Chargors and the Security Trustee

**"Finance Document"** means

- (a) this Agreement,
- (b) each Fee Letter,
- (c) each Accession Letter,
- (d) each Supplementary Guarantee,
- (e) each Transaction Security Document,
- (f) each Hedging Agreement,
- (g) the Security Trust Deed,
- (h) the Second Amendment and Restatement Agreement,



**MG01 CONTINUATION PAGE 5 (Short particulars of all the property mortgaged or charged)**

NUFARM LIMITED (Company number 00087911)

- (i) the Deed of Release and Priority dated 14 October 2011 between the Security Trustee, Nufarm UK Limited, Nufarm Limited and Cooperatieve Centrale Raiffeisen-Boerenleenbank B A (Rabobank), Australia Branch ("Rabobank"),
- (j) the Deed of Release and Priority dated 14 October 2011 between the Security Trustee, Nufarm Australia Limited, Crop Care Australasia Pty Ltd, Nufarm Limited and Rabobank,
- (k) the Deed of Release and Priority dated 19 August 2011 between the Security Trustee, Nufarm Agriculture Inc, Nufarm Limited and Rabobank,
- (l) the Deed of Release and Priority dated 8 September 2011 between the Security Trustee, Nufarm Americas Inc, Nufarm Limited and Rabobank,
- (m) the Security Assignment,
- (n) each Recognition Certificate (as defined in the Security Trust Deed) which relates to a Finance Party or a Finance Document,
- (o) each deed poll executed by a Lender or a provider of a Transaction Facility Agreement substantially in the form of Annexure B to the Security Trust Deed,
- (p) each Transaction Facility Agreement between a member of the Group and a Finance Party,
- (q) each Letter of Credit, and
- (r) each other document designated as such by the Agent and the Company

**"Finance Party"** means the Agent, the Security Trustee, the Arranger, a Lender, or a Lender that has provided a Transaction Facility Agreement

**"Financial Close"** means the date on which the Agent confirms that the conditions precedent listed in Part I of Schedule 2 have been met in accordance with Clause 4.1 (Initial Conditions Precedent)

**"Financier Representative"** means

- (a) in relation to a New Financier, the relevant New Financier Representative, and
- (b) in any other case, any other person which the relevant Beneficiary appoints as its agent or representative for the purposes of the Security Trust Deed and subsequently notifies the Security Trustee of

**MG01 CONTINUATION PAGE 6 (Short particulars of all the property mortgaged or charged)**

NUFARM LIMITED (Company number 00087911)

**"Fixtures"** means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus

**"Group"** means Nufarm and its Subsidiaries

**"Group Member"** means a member of the Group

**"Guarantee"** means an obligation or offer to provide funds (including by subscription or purchase) or otherwise be responsible in respect of an obligation or indebtedness, or the financial condition or insolvency, of another person. It includes a guarantee, indemnity, letter of credit or legally binding letter of comfort, or an obligation or offer to purchase an obligation or indebtedness of another person

**"Hedge Agreement"** means an agreement entered into or to be entered into by a Group Member for or in connection with a Derivative Transaction. It includes any master agreement and any transaction or confirmation under it

**"Hedging Counterparty"** means a Beneficiary who is a counterparty to a Hedge Agreement

**"Insolvency Act"** means the Insolvency Act 1986

**"Insurances"** means all contracts and policies of insurance of any kind as at the date of the Security Document or in the future taken out by or on behalf of it or (to the extent of its interest) in which it as at the date of the Security Document or in the future has an interest

**"Intellectual Property"** means all patents, designs, copyrights, topographies, trade marks, trading names, rights in confidential information and know-how, and any associated or similar rights, which it as at the date of the Security Document or in the future owns or (to the extent of its interest) in which it as at the date of the Security Document or in the future has an interest (in each case whether registered or unregistered and including any related licences and sub-licences of the same granted by it or to it, applications and rights to apply for the same)

**"Investments"** means

- (a) securities and investments of any kind (including shares, stock, debentures, units, depositary receipts, bonds, notes, commercial paper and certificates of deposit),
- (b) warrants, options or other rights to subscribe for, purchase or otherwise acquire securities and investments,
- (c) all rights relating to securities and investments which are deposited with, or registered in the name of, any depositary, custodian, nominee, clearing house or

**MG01 CONTINUATION PAGE 7 (Short particulars of all the property mortgaged or charged)**

NUFARM LIMITED (Company number 00087911)

system, investment manager, chargee or other similar person or their nominee, in each case whether or not on a fungible basis (including rights against any such person), and

- (d) all other rights attaching or relating to securities or investments and all cash or other securities or investments in the future deriving from Investments or such rights,

in each case as at the date of the Security Document or in the future owned by it or (to the extent of its interest) in which it as at the date of the Security Document or in the future has an interest

**"Lender"** means

- (a) any Original Lender, and  
(b) any person which has become a Party in accordance with Clause 28 (*Changes to the Lenders*),

which in each case has not ceased to be a Party in accordance with the terms of this Agreement

**"Liquidation"** includes receivership or other appointment of a controller, deregistration, compromise, deed of arrangement, amalgamation, administration, reconstruction, winding up, dissolution, assignment for the benefit of creditors, arrangement or compromise with creditors or bankruptcy

**"New Finance Document"** means a document in relation to the financing arrangements between a Group Member and a New Financier, including a Debt Instrument, recognised in a Recognition Certificate issued under Clause 4 of the Security Trust Deed

**"New Financier"** means a financier recognised in a Recognition Certificate issued under clause 4 of the Security Trust Deed

**"New Financier Representative"** means a trustee, agent or other representative for any New Financier, including for any holders of Debt Instruments

**"Nufarm"** means Nufarm Limited

**"Original Lender"** means any entity listed in Part II of Schedule I of the Syndicated Facility Agreement as Lenders

**"Participant"** has the meaning given to it in the Security Trust Deed

**"Party"** means a party to the Syndicated Facility Agreement and includes its successors in title, permitted assigns and permitted transferees

**MG01 CONTINUATION PAGE 8 (Short particulars of all the property mortgaged or charged)**

NUFARM LIMITED (Company number 00087911)

**"Real Property"** means freehold and leasehold property in England and Wales and other real property anywhere in the world (in each case including any estate or interest therein, all rights from time to time attached or relating thereto and all Fixtures from time to time therein or thereon), excluding the Excluded Property

**"Recognition Certificate"** means a certificate substantially in the form of annexure C of the Security Trust Deed or any other document recognising a New Financier which is executed by the Security Trustee and which states that it is a Recognition Certificate

**"Secured Money"** means, subject to Clause 1 11(b) of the Security Trust Deed, all money which a Group Member, whether alone or not, is or at any time may become actually or contingently liable to pay to or for the account of a Beneficiary (whether alone or not) for any reason whatever under or in connection with a Finance Document, whether or not currently contemplated. It includes money by way of principal, interest, fees, costs, indemnities, charges, duties or expenses or payment of liquidated or unliquidated damages under or in connection with a Finance Document, or as a result of a breach of or default under or in connection with a Finance Document. Where a Group Member would have been liable but for its liquidation, it will be taken still to be liable.

Clause 1 11(b) of the Security Trust Deed provides that up to and including the Security Consent Date, the Secured Money, and the total amount recoverable under the Securities, shall be limited to the greater of

- (c) the maximum amount permitted to be secured by the Securities without a breach of clause 3 2(b) of the Negative Pledge Deed occurring, and
- (d) the principal outstanding and all accrued interest under Facility A (as defined in the Facility Agreement)

For the avoidance of doubt, this paragraph will not apply after the Security Consent Date

**"Security"** means

- (a) the Australian Charge (as defined in the Security Trust Deed),
- (b) The New Zealand Security (as defined in the Security Trust Deed),
- (c) a Satisfactory Security (as defined in the Security Trust Deed), and
- (d) a Collateral Security which is a Security Interest (as defined in the Security Trust Deed)

**"Security Consent Certificate"** has the meaning given to it in the Security Trust Deed

**"Security Consent Date"** means the date on which the Security Consent Certificate is provided to the Security Trustee by Nufarm

**MG01 CONTINUATION PAGE 9 (Short particulars of all the property mortgaged or charged)**

NUFARM LIMITED (Company number 00087911)

**"Security Trust Deed"** means the security trust deed dated 27 September 2010 between, among others, Nufarm Limited and National Australia Bank Limited as Security Trustee

**"Side Deed"** means the side deed dated on or about the date of the Security Trust Deed between, among others, Nufarm and the Participants

**"Syndicated Facility Agreement"** means the syndicated facility agreement dated 14 December 2010 as amended and restated on 22 November 2011 between Nufarm Limited, the parties named in that agreement and National Australia Bank Limited as Security Trustee

**"Transaction Facility Agreement"** means each facility agreement referred to in Schedule 13 (*Transaction Facility Agreements*) under which transactional facilities are provided to members of the Group in an amount referred to in Schedule 13 (*Transaction Facility Agreements*), and any amendment, restatement or supplement of any such agreements up to the amount so specified

**Construction**

Any reference in this Deed to a "Finance Document" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument

**MG01 CONTINUATION PAGE 10 (Short particulars of all the property mortgaged or charged)**

NUFARM LIMITED (Company number 00087911)

**- Note (2)**

The Real Property specified in Schedule 3 (*Real Property*) to the Security Document is as follows

**NUFARM UK LIMITED**

SGL550549	Under Contract	Crabtree Manorway North	Belvedere	Kent
WYK336350	Absolute Freehold	Wyke Lane	Wyke	WYork
WYK847363	Absolute Leasehold	Wyke Chemicals Works	Wyke	WYork
WYK847362	Good Leasehold	Wyke Chemicals Works	Wyke	WYork

The Investments specified in Schedule 5 (*Investments*) to the Security Document are as follows

**NUFARM UK LIMITED**

- (i) Shareholding in Nufarm Italia SRL
- (ii) Shareholding in CGNS Limited
- (iii) Shareholding in Nufarm Crop Products UK Limited
- (iv) Nufarm Investments Cooperatie WA
- (v) Shareholding in Nufarm Holdings S A S (France)
- (vi) Shareholding in Nufarm Deutschland GMBH

The Intellectual Property specified in Schedule 6 (*Intellectual Property*) to the Security Document is as follows

**Trademarks**

**Nufarm UK Limited**

Title	Country	Class	Registration Date	Registration no
ADHERBE	United Kingdom	1	26/03/1986	1236664
ADZE	United Kingdom	1	5/01/1987	1214345
AGENA	United Kingdom	1, 5	30/01/2009	2493421

Title	Country	Class	Registration Date	Registration no
AGENA	Ireland	1, 5	23/10/1997	213651
AGRITOX cyr	Russian Republic	5	10/02/1994	115833
AGRITOX cyr	Bulgaria	5		20607
AGRITOX	Czech Republic	5	26/06/1992	170532
AGRITOX	Russian Republic	5	10/02/1994	115832
AGRITOX	Slovak Republic	5	26/06/1992	170532
AGRITOX	Sri Lanka	5	10/03/2004	88783
AGRITOX	United Kingdom	5	23/02/1956	745598
AGRITOX	Belarus	5	2/02/1994	4912
AGRITOX	Bulgaria	5	6/07/1993	20954
AGRITOX	Croatia	5	26/11/1996	Z920524
AGRITOX	Estonia	5	17/01/2000	30088
AGRITOX	Indonesia	5	23/02/2000	IDM000189586
AGRITOX	Ireland	5	28/06/1962	63048
AGRITOX	Kazakhstan	5	25/10/1993	3794
AGRITOX	Kenya	5	15/08/1979	25368
AGRITOX	Latvia	5	20/06/1999	M 43908
AGRITOX	Lithuania	5	11/04/2000	37917
AGRITOX	Malaysia	5	3/03/2008	98007733
AGRITOX	Moldova	5	19/09/1996	3979
AGRITOX	Pakistan	5	28/02/2007	149080
AGRITOX	Poland	5	10/08/1993	R-71806
AGRITOX	Serbia	5	9/04/1996	39449
AGRITOX	Slovenia	5	16/12/1994	Z-9270432
AGRITOX	Ukraine	5	20/07/2000	17761
AGRITOX	Uzbekistan	5	5/04/1996	3988
AGRITOX	Zimbabwe	5	12/10/1987	399/87
BLIGHTER	United Kingdom	1, 5	9/10/1998	2139034
BLUDGER	United Kingdom	1, 5	14/01/2005	2370504
BONSER	United Kingdom	1, 5	9/02/2007	2430525
BUCKLER	United Kingdom	5	27/09/2002	2299064
CANUTE	United Kingdom	1, 5	14/01/2005	2370514
CHIPTOX	USA	5	31/03/1992	1680952
CHOIR	United Kingdom	1, 5	7/04/2000	2207913
CLENECORN	United Kingdom	5	10/09/2010	2550079
CLINIC	European Community	5	16/12/1999	920769
CLINIC	Iceland	5	26/02/1999	708928
CLINIC	Liechtenstein	5	26/02/1999	708928
CLINIC	Switzerland	5	26/02/1999	708928
CLINIC	United Kingdom	5	22/10/1999	2176104

Title	Country	Class	Registration Date	Registration no
COMPITONE	European Community	5	31/07/2000	1277110
COMPITOX EXTRA	Greece	5	18/11/1986	77936
COMPITOX EXTRA	Zanzibar	3 local classification	17/05/1990	336/89
COMPITOX PLUS	European Community	5	22/11/2004	3252145
COMPITOX	United Kingdom	5	10/01/1958	769193
COMPITOX	Canada	1 et 2 local classification	5/04/1963	TMA130 437
COMPITOX	Ireland	5	24/07/1962	63047
CONGA	United Kingdom	1, 5	27/04/2007	2436050
CYDEXONE	France	5	26/12/1995	95602759
DOCKMASTER	United Kingdom	5	25/08/2000	2225007
EASEL	United Kingdom	1, 5	7/04/2000	2207921
ENVIRODRUM	European Community	6,20,39	6/04/1999	694398
FIELDGARD	United Kingdom	5	2/01/1998	2117798
GLYDATE	United Kingdom	1, 5	26/06/2009	2510789
GLYFIELD	United Kingdom	5	30/08/1996	2048049
GRAIL	United Kingdom	1, 5	16/09/2005	2387935
GRAVITAS	United Kingdom	1, 5	7/04/2006	2404249
GUILDER	United Kingdom	5	14/03/2009	2311564
HATTRIK / HATRIK	United Kingdom	1, 5	30/10/1998	2162081
HERBIVIT	Benelux	1, 5	18/12/1972	44762
HIDALGO	United Kingdom	5	10/09/2010	2549722
INZACUR	United Kingdom	1, 5	14/01/2005	2370505
JOULES	United Kingdom	5	27/09/2002	2299073
JUMBUCK	United Kingdom	1, 5	2/09/2005	2387550
JUNOSPOR	United Kingdom	5	2/10/1985	1214347
KOALA	United Kingdom	1, 5	14/01/2005	2370516
LARKE	United Kingdom	1, 5	7/04/2000	2208178
LEAP	United Kingdom	1, 5	24/04/2009	2496179
LEAP	Ireland	5	28/07/2009	240586
LEGOLAS	United Kingdom	1, 5	14/01/2005	2370506
LEVIATHON	United Kingdom	1, 5	26/05/2006	2406212
MAGDELIN	United Kingdom	1, 5	14/01/2005	2370507
MAGNETO	United Kingdom	1, 5	22/07/2005	2384719
MATILDA	United Kingdom	1, 5	14/01/2005	2370508
MECOMORN	Hungary	5	25/05/1993	135351



Title	Country	Class	Registration Date	Registration no
MECORMONA	Portugal	5	21/07/1988	209811
MECOTONE	United Kingdom	1, 5	9/06/2000	2218159
MECOTURF	Canada	5	17/09/1971	TMA178310
MINX	United Kingdom	1, 5	7/04/2006	2404248
MIRPROP	United Kingdom	5	27/11/1992	1480969
MYSTIQUE	United Kingdom	1, 5	7/04/2000	2207923
NEWTRON	United Kingdom	5	25/05/2001	2256309
NIBLICK	United Kingdom	1, 5	7/04/2006	2405824
PENTANGLE	United Kingdom	1, 5	14/01/2005	2370509
PIERCE	United Kingdom	5	2/03/2007	2372364
PIKE	United Kingdom	1, 5	17/06/2005	2370510
PIKE	Ireland	1, 5	17/02/2005	232250
PIPER	United Kingdom	1, 5	7/04/2006	2404250
PITCH	United Kingdom	5	3/08/2007	2436051
PIXIE	United Kingdom	1, 5	27/04/2007	2436053
PLATYPUS	United Kingdom	1, 5	2/09/2005	2387766
PROPOXONE	France	5	26/12/1995	95602760
PROTALL	United Kingdom	5	5/06/1992	1460369
PROTRUM	United Kingdom	5		1208305
QUINTACEL	United Kingdom	1	18/08/1995	1560766
RAGOX	United Kingdom	1, 5	9/06/2000	2218160
RAGTIME	United Kingdom	1, 5	24/11/2006	2424453
RHOMENE	USA	5	14/10/1969	878466
ROUGE	United Kingdom	1	14/03/2003	2299115
SERITONE	France	5	26/12/1995	95602761
SERITONE	Germany	5	10/06/2002	302 04 340
SERITOX	United Kingdom	5		845018
SERITOX	France	5		1318098
SERITOX	Ireland	5	14/03/1963	67250
SNAPPER	United Kingdom	1, 5	27/04/2007	2436052
SNITCH	United Kingdom	1, 5	14/01/2005	2370511
STEEL	Ireland	1, 5	3/03/2005	860853
STEEL	United Kingdom	5	30/12/2005	2384562
STELLOX	United Kingdom	5	8/11/2002	2302210
TANKER	United Kingdom	1, 5	2/09/2005	2387767
TECGRAN	United Kingdom	5	4/08/1989	1307999
TERBINE	United Kingdom	5	18/08/1989	1307998
THOR	United Kingdom	5	18/08/1989	1269695
THRUST	United Kingdom	1, 5	14/01/2005	2370517
TIMPANI	United Kingdom	1, 5	2/09/2005	2387769
TRICOL	United Kingdom	1, 5	29/12/1995	1559160
TRIK	United Kingdom	1, 5	4/12/1998	2163355

<b>Title</b>	<b>Country</b>	<b>Class</b>	<b>Registration Date</b>	<b>Registration no</b>
UPPERCUT	United Kingdom	5	27/09/2002	2299150
WARBLER	United Kingdom	1, 5	14/01/2005	2370512
WEEDWALLOP	United Kingdom	1, 5	6/04/2007	2434270
WETTASOIL	European Community	1	24/03/2000	975763
WOMBAT	United Kingdom	1, 5	14/01/2005	2370513

**MG01 CONTINUATION PAGE 15 (Short particulars of all the property mortgaged or charged)**

NUFARM LIMITED (Company number 00087911)

**- Note (3)**

The Excluded Property specified in Schedule 8 (*Excluded Property*) is as follows

The following real estate interests of Nufarm UK Limited

- (i) Part of the freehold title registered under title number WYK736461 and known as Wyke Chemical Works, Wyke Lane, Wyke, Bradford
- (ii) Part of the freehold title registered under title number WYK285936 and known as Cow Close Farm, Cow Close Lane, Wyke, Bradford
- (iii) Freehold land registered under title number WYK459748 and known as The Nurseries, Whitehall Road, Wyke, Bradford
- (iv) Freehold land registered under title number WYK247903 and known as 1 Cow Close Cottages, Cow Close Lane, Wyke, Bradford

**MG01 CONTINUATION PAGE 16 (Short particulars of all the property mortgaged or charged)**

NUFARM LIMITED (Company number 00087911)

**- Note (4)**

The Security Document provides that

- 1 Security** The Chargor shall not create or permit to subsist any Security over any Charged Asset (other than the Security created by the Existing Debenture), except as permitted by the Finance Documents
- 2 Disposal** The Chargor shall not (nor shall any Company agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, license, sub-license, transfer or otherwise dispose of any Charged Asset except as permitted by the Finance Documents
- 3. Conversion by notice** The Security Trustee may convert the floating Charge over all or any of the Charged Assets into a fixed Charge by notice to the Chargor specifying the relevant Charged Assets (either generally or specifically)
  - (a) if it reasonably considers it desirable to do so in order to protect or preserve the Charges over those Charged Assets and/or the priority of those Charges, and/or
  - (b) while an Enforcement Event is continuing
- 4. Automatic conversion** If
  - (a) any Chargor takes any step to create any Security in breach of Clause 5.1 (Security) over any of the Charged Assets not subject to a fixed Charge, or
  - (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any of those Charged Assets,the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge

For the purposes of this Note (4)

An "**Enforcement Event**" occurs when any Secured Money is declared due and payable ahead of its scheduled maturity by a Beneficiary following an Event of Default

"**Event of Default**" means an event of default, termination event, trigger event, mandatory prepayment event or similar event (of whatever nature and whatever called) specified as such, or deemed to be such, in, under or for the purposes of a Finance Document



**FILE COPY**

**CERTIFICATE OF THE REGISTRATION  
OF A MORTGAGE OR CHARGE**

**Pursuant to section 869(5) & (6) of the Companies Act 2006**

COMPANY NO. 87911  
CHARGE NO. 32

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY  
DOCUMENT DATED 24 NOVEMBER 2011 AND CREATED BY  
NUFARM LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE COMPANY AND/OR ALL OR ANY OF  
THE COMPANIES NAMED THEREIN TO ANY FINANCE PARTY  
ON ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 7 DECEMBER  
2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 DECEMBER  
2011

40



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES