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MG01

Particulars of a mortgage or charge



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PMO 23.03.2011 168
COMPANIES HOUSE

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 to register particulars of a charge for a company. To do this, please use form MG01s

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COMPANIES HOUSE

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COMPANIES HOUSE

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1

Company details

Company number

0 0 0 8 7 9 1 1

Company name in full

NUFARM LIMITED (the "Chargor")

311

For official use



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

15/03/2011

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 15 March 2011 between, the Chargor, A H Marks Holdings Limited (registration number 05596168), Nufarm Crop Products UK Limited (registration number 05158288) and Nufarm UK Limited (registration number 02882993) (each a "**Company**" and together the "**Companies**") and National Australia Bank Limited (the "**Security Trustee**", as security trustee for the benefit of the Beneficiaries (which expression includes 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 any 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

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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 Limited

Address Level 25, 255 George Street, Sydney,

New South Wales 2000, Australia

Postcode

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.

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7 Particulars as to commission, allowance or discount (if any)

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

- subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- procuring or agreeing to procure subscriptions, whether absolute or conditional,

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.

8 Delivery of instrument

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).

9 Signature

Please sign the form here

Signature

Signature

X Linklaters LLP

X

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

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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 Mandeep Sidhu

Company name Linklaters LLP

Address

One Silk Street

Post town London

County/Region London

Postcode

E

C

2

Y

8

H

Q

Country United Kingdom

DX 10 LONDON/CITY

Telephone 020 7456 2109



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 or email 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

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Particulars of a mortgage or charge

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| 6 | Short particulars of all the property mortgaged or charged | |
| Short particulars | <p data-bbox="320 360 1034 389">Please give the short particulars of the property mortgaged or charged</p> <div data-bbox="320 443 1513 1865"> <div data-bbox="320 443 884 472">Nufarm Limited, Company Number: 00087911</div> <div data-bbox="1182 443 1457 472">Continuation page (1)</div> <p data-bbox="320 535 604 564">1 Fixed charges</p> <p data-bbox="408 591 1506 685">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)</p> <ul style="list-style-type: none"> <li data-bbox="408 707 1506 770">(a) by way of first legal mortgage, all Real Property in England and Wales as at the date of the Security Document belonging to it, <li data-bbox="408 792 1506 887">(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 <li data-bbox="408 909 1506 1581">(c) by way of first fixed charge, all its present and future <ul style="list-style-type: none"> <li data-bbox="499 960 748 990">(i) Book Debts, <li data-bbox="499 1012 1506 1106">(ii) Bank Accounts (including the bank accounts described in Schedule 4 (<i>Bank Accounts</i>) of the Security Document and listed in Note (2) of the continuation pages to this form MG01), <li data-bbox="499 1128 1506 1223">(iii) Investments (including the shares described in Schedule (5) (<i>Investments</i>) of the Security Document and listed in Note (2) of the continuation pages to this form MG01), <li data-bbox="499 1245 948 1274">(iv) uncalled capital and goodwill, <li data-bbox="499 1296 844 1326">(v) Intellectual Property, <li data-bbox="499 1348 1051 1377">(vi) beneficial interest in any pension fund, <li data-bbox="499 1400 1506 1494">(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)), and <li data-bbox="499 1516 1506 1581">(viii) Insurances and all related proceeds, claims of any kind, returns of premium and other benefits <p data-bbox="320 1644 632 1673">2 Floating Charge</p> <p data-bbox="320 1700 1506 1865">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 undertaking and all its assets, both present and future (including assets expressed to be charged by Clause 1 (<i>Fixed charges</i>)) of the Security Document (as described in paragraph 1 above)</p> </div> | |

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Particulars of a mortgage or charge

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| 6 | Short particulars of all the property mortgaged or charged | |
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>Nufarm Limited, Company Number: 00087911 Continuation page (2)</p> <p>2.2 Qualifying Floating Charge</p> <p>(a) The floating Charge created by the Chargor pursuant to Clause 2 1 (<i>Creation</i>) of the Security Document (as described in paragraph 2 1 above) is a "qualifying floating charge" for the purposes of paragraph 14 2(a) of Schedule B1 to the Insolvency Act</p> <p>(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 Chargor pursuant to that paragraph</p> <p>2.3 Ranking The floating Charge created by the Chargor pursuant to the Security Document ranks</p> <p>(a) behind all the fixed Charges created by that Chargor, but</p> <p>(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 (<i>Rights of Receivers</i>) of the Security Document</p> | |

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Particulars of a mortgage or charge

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| <div data-bbox="71 297 124 338">6</div> | <div data-bbox="304 297 997 338">Short particulars of all the property mortgaged or charged</div> <div data-bbox="304 338 1153 398">Please give the short particulars of the property mortgaged or charged</div> | |
| <div data-bbox="71 398 304 439">Short particulars</div> | <div data-bbox="304 439 887 479">Nufarm Limited, Company Number: 00087911</div> <div data-bbox="1166 439 1460 479">Continuation page (3)</div> <div data-bbox="304 495 1241 535"> <p>Note (1): In this Form, except to the extent that the context requires otherwise</p> </div> <div data-bbox="405 548 598 589"> <p>Defined Terms</p> </div> <div data-bbox="405 600 1522 669"> <p>"Administrator" means an administrator appointed under Schedule B1 to the Insolvency Act 1986</p> </div> <div data-bbox="405 685 1522 824"> <p>"Bank Accounts" means all current, deposit or other accounts with any bank or financial institution in which it as at the date of the Security Document or in the future has an interest and (to the extent of its interest) all balances as at the date of the Security Document or in the future standing to the credit of or accrued or accruing on those accounts</p> </div> <div data-bbox="405 840 1522 909"> <p>"Beneficiary" means each of the following (subject to Clause 4 of the Security Trust Deed which provides for new Financiers)</p> </div> <div data-bbox="405 925 1308 1216"> <ul style="list-style-type: none"> (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, </div> <div data-bbox="405 1232 1522 1400"> <p>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</p> </div> <div data-bbox="405 1415 1522 1554"> <p>"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</p> </div> <div data-bbox="405 1570 1522 1639"> <p>"Charged Assets" means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets</p> </div> <div data-bbox="405 1655 1522 1724"> <p>"Charge" or "Charges" means all or any of the Security created or expressed to be created by or pursuant to the Security Document</p> </div> | |

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Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged | |
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| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>Nufarm Limited, Company Number: 00087911 Continuation page (4)</p> <p>"Company" means any one or more of the following</p> <ul style="list-style-type: none"> (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) <p>"Debt Instrument" has the meaning given to it in the Security Trust Deed</p> <p>"Derivative Transaction" means a swap, option, hedge forward, futures or similar transaction</p> <p>"Facility Agent" means National Australia Bank Limited</p> <p>"Finance Document" means</p> <ul style="list-style-type: none"> (a) the Security Trust Deed, (b) a Security, (c) a Guarantee in respect of any of the Secured Money, (d) the Syndicated Facility Agreement, (e) the Side Deed, (f) a Hedge Agreement, (g) a Recognition Certificate, (h) a New Finance Document, (i) another document which Nufarm and the Security Trustee agree is a Finance Document, <p>or a document or agreement entered into or provided under or in connection with, or for the purpose of amending, assigning or novating, any of the above It includes a written undertaking by or to a party or its lawyers under or in relation to any of the above</p> <p>"Finance Party" means the Facility Agent, the Security Trustee, a Mandated Lead Arranger or a Lender</p> <p>"Financial Close" occurs on satisfaction or waiver of all conditions precedent listed in Schedule 2 (<i>Conditions Precedent</i>) of the Syndicated Facility Agreement in accordance with Clause 4.1 (<i>Conditions Precedent</i>) of the Syndicated Facility Agreement</p> | |

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Particulars of a mortgage or charge

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| 6 | Short particulars of all the property mortgaged or charged | |
| | Please give the short particulars of the property mortgaged or charged | |
| Short particulars | <p>Nufarm Limited, Company Number: 00087911 Continuation page (5)</p> <p>"Financier Representative" means</p> <p>(a) in relation to a New Financier, the relevant New Financier Representative, and</p> <p>(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</p> <p>"Fixtures" means fixtures, fittings (including trade fixtures and fittings) and fixed plant, machinery and apparatus</p> <p>"Group" means Nufarm and its Subsidiaries</p> <p>"Group Member" means a member of the Group</p> <p>"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</p> <p>"Hedge Agreement" means an agreement 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</p> <p>"Hedging Counterparty" means a Beneficiary who is a counterparty to a Hedge Agreement</p> <p>"Insolvency Act" means the Insolvency Act 1986</p> <p>"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</p> <p>"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)</p> | |

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Particulars of a mortgage or charge

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| 6 | <p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p> |
| Short particulars | <p>Nufarm Limited, Company Number: 00087911 Continuation page (6)</p> <p>"Investments" means</p> <ul style="list-style-type: none"> (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 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, <p>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</p> <p>"Lender" means a Tranche A Lender or a Tranche B Lender</p> <p>"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</p> <p>"Mandated Lead Arranger" means the following whether acting alone or jointly</p> <ul style="list-style-type: none"> (i) Coöperatieve Centrale Raiffeisen-Boerenleenbank B A (Rabobank), Australia Branch, (ii) Australia and New Zealand Banking Group Limited, (iii) National Australia Bank Limited, and (iv) HSBC Bank Australia Limited <p>"New Finance Document" means a document relating 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</p> <p>"New Financier" means a financier recognised in a Recognition Certificate issued under Clause 4 of the Security Trust Deed</p> <p>"New Financier Representative" means a trustee, agent or other representative for any New Financier, including for any holders of Debt Instruments</p> |

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Particulars of a mortgage or charge

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| 6 | Short particulars of all the property mortgaged or charged | |
| Short particulars | Please give the short particulars of the property mortgaged or charged | |

Nufarm Limited, Company Number: 00087911

Continuation page (7)

"Nufarm" means Nufarm Limited

"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

"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)

"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

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

For the avoidance of doubt, clause 1 11(b) will not apply after the Security Consent Date

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Nufarm Limited, Company Number: 00087911

Continuation page (8)

"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

"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 between Nufarm Limited, the parties named in that agreement and National Australia Bank Limited as Security Trustee

"Tranche A Lender" means

- (i) Cooperatieve Centrale Raiffeisen-Boerenleenbank B A (Rabobank), Australia Branch, and
- (ii) any person which has become a Party as a Tranche A Lender in accordance with Clause 24 (*Changes to the Lenders*) of the Syndicated Facility Agreement,

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

"Tranche B Lender" means

- (i) Cooperatieve Centrale Raiffeisen-Boerenleenbank B A (Rabobank), Australia Branch,
- (ii) Australia and New Zealand Banking Group Limited,
- (iii) National Australia Bank Limited,
- (iv) HSBC Bank Australia Limited, and
- (v) any person which has become a Party as a Tranche B Lender in accordance with Clause 24 (*Changes to the Lenders*) of the Syndicated Facility Agreement,

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

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Particulars of a mortgage or charge

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

Nufarm Limited, Company Number: 00087911

Continuation page (9)

Construction

Any reference 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

Note (2). The Investments of the Chargor specified in Schedule 5 (*Investments*) of the Security Document are as follows

- 1 NUFARM LIMITED
 - (i) Shareholding in Growell Limited
 - (ii) Shareholding in A H Marks (New Zealand) Pty Ltd
 - (iii) Shareholding in A H Marks Australia Pty Ltd

The Bank Accounts of the Chargor specified in Schedule 4 (*Bank Accounts*) of the Security Document are as follows

| Bank Name | Address | Account No. | Currency | Type |
|-------------|---------|-------------|----------|---------------|
| GE-Barclays | London | 40664944 | GBP | Transactional |
| GE-Barclays | London | 47617988 | CAD | Transactional |
| GE-Barclays | London | 56890700 | JPY | Transactional |
| GE-Barclays | London | 75514010 | USD | Transactional |
| GE-Barclays | London | 55505300 | EUR | Transactional |

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Particulars of a mortgage or charge

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| 6 | <p>Short particulars of all the property mortgaged or charged</p> <p>Please give the short particulars of the property mortgaged or charged</p> | |
| Short particulars | <p>Nufarm Limited, Company Number: 00087911 Continuation page (10)</p> <p>Note (3): The Security Document provides that</p> <ol style="list-style-type: none"> 1. Security The Chargor shall not create or permit to subsist any Security over any Charged Asset, 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) <ol style="list-style-type: none"> (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 <ol style="list-style-type: none"> (a) any Chargor takes any step to create any Security in breach of Clause 5.1 (<i>Security</i>) of the Security Document 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, <p>the floating Charge over the relevant Charged Assets shall automatically and immediately be converted into a fixed Charge</p> <p>For the purposes of this Note (3)</p> <p>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</p> <p>"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</p> <p>Please see Note 1 of the continuation pages for definitions (to the extent not already defined).</p> | |



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. 31

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A FIXED AND FLOATING SECURITY
DOCUMENT DATED 15 MARCH 2011 AND CREATED BY
NUFARM LIMITED FOR SECURING ALL MONIES DUE OR TO
BECOME DUE FROM ANY COMPANY 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 23 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 5 APRIL 2011

L/C.



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES