

MR05



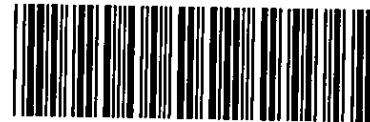
Statement that part or the whole of the property charged
(a) has been released from the charge (b) no longer
forms part of the company's property or undertaking

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a statement that part or the
whole of the property charged
has either (a) been released from
the charge or (b) no longer forms
part of the company's property

☐ **What this form is NOT for**
You may not use this form to
register this statement against
LLP Use form LL MR05

THURSDAY



A21 10/03/2016 #261
COMPANIES HOUSE

1 Company details

Company number 0 0 7 4 0 6 3 5 ✓

Company name in full Stonegate Farmers Limited ✓

► **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

When was the charge created?

- Before 06/04/2013 Complete Part A and Part C
- On or after 06/04/2013 Complete Part B and Part C

Part A Charges created before 06/04/2013

A1 Charge creation date

Please give the date of creation of the charge ✓

Charge creation date 2 5 0 7 2 0 0 8

A2 Charge number

Please give the charge number This can be found on the certificate

Charge number* 5 4 /

A3 Description of instrument (if any)

Please give a description of the instrument (if any) by which the charge is
created or evidenced

Instrument description Debenture made between Stonegate Farmers Limited
and Lloyds Bank plc (previously Lloyds TSB Bank
plc)

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

MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Continuation page

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

Short particulars

See continuation pages

Part B Charges created on or after 06/04/2013

B1

Charge code

Please give the charge code This can be found on the certificate

¹ Charge code

This is the unique reference code allocated by the registrar

Charge code ¹

□ □ □ □ - □ □ □ □ - □ □ □ □

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking



A4

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

The Company with full title guarantee charges with the payment of the Secured Obligations and so that the charges hereby created shall be a continuing security

Firstly The freehold and leasehold property (if any) of the Company both present and future including (Without prejudice to the generality of the foregoing) the properties (if any) specified in the Schedule of the Debenture (and, where any such property is leasehold, any present or future right or interest conferred upon the Company in relation thereto by virtue of any Enfranchising Legislation including any rights arising against any nominee purchaser pursuant thereto) and all buildings and fixtures (including trade fixtures) fixed plant and machinery from time to time on any such property and all hens, mortgages, charges, options, agreements and rights, titles and interests (whether legal or equitable) of the Company in or over land or the proceeds of sale thereof of whatever description both present and future and all the right, title and interest of the Company many such plant and machinery from time to time hired, leased or rented by the Company from third parties or acquired by the Company from third parties on a hire, instalment or conditional purchase basis including (Without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments

Secondly All book debts (including without limitation the Non-Vesting Debts) both present and future due or owing to the Company or on which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) and the benefit of all rights relating thereto including (Without prejudice to the generality of the foregoing) the Related Rights, negotiable instruments, legal and equitable charges, reservation of proprietary rights, rights of tracing and unpaid vendors' hens and similar and associated rights

Thirdly All other debts, claims, rights and choses in action both present and future of the Company or in which the Company is legally, beneficially or otherwise interested (and the proceeds thereof) including (without prejudice to the generality of the foregoing) (a) deposits and credit balances held by the Company with the Bank or any third party from time to time both present and future (including choses in action which give rise or may give rise to a debt or debts) owing to the Company (and the proceeds thereof), (b) any amounts owing to the Company by way of rent, hence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of any freehold or leasehold property from time to time forming part of the Charged Property and any ground rents and rent charges, rent deposits and purchase deposits owing to the Company (and, in each case, the proceeds thereof),

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking



A4

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>(c) without prejudice to paragraph (d) below, any amounts owing or which may become owing to the Company under any building, construction or development contract or by virtue of the Company's rights under any retention or other trusts, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof), (d) without prejudice to paragraph (e) below, all rights (and the proceeds of such rights) present or future, actual or contingent, arising under or in connection with any contract whatsoever in which the Company has any right, title or interest (including, without limitation, all policies and contracts of insurance and assurance), (e) any amounts owing or which may become owing to the Company by way of damages, compensation or otherwise under any judgment or order of any competent authority howsoever arising or by way of settlement or compromise of any legal proceedings, and (f) the benefit of all rights relating to such debts, claims, rights and choses in action including (Without prejudice to the generality of the foregoing) such rights as are Secondly described in this sub- clause</p> <p>Fourthly Where the Company for the time being carries on any business comprising or relating to the provision of credit (as defined by Section 9 of the Consumer Credit Act 1974) or any business comprising or relating to the bailment or (in Scotland) the hiring of goods (a) the full benefit of and all rights under the Credit Agreements, including all money payable under or in respect of the Credit Agreements, (b) the full benefit of and all rights under the Hiring Agreements, including all money payable under or in respect of the Hiring Agreements, (c) the full benefit of and all rights relating to the Instalment Credit Agreements including all legal and equitable charges and other securities and guarantees and the other rights and remedies expressly or impliedly reserved by the Instalment Credit Agreements and by such securities and guarantees, (d) the Company's present and future rights and interests (if any) in and to any chattels comprised in the Instalment Credit Agreements or securities and guarantees provided in relation thereto including (without prejudice to the generality of the foregoing) any right to damages relating thereto and the benefit of any warranties given in respect thereof insofar as the property or any interest in such chattels remains vested in the Company, and (e) the full benefit of the Company's rights and interests (if any) in and to all insurance effected by the Company or by any other person of any chattels comprised in any Instalment Credit Agreements or any security or guarantee provided in relation thereto</p> <p>Fifthly The Securities, all rights in respect of or incidental to the Securities, and the Interests in Securities</p> <p>Sixthly The Intellectual Property Rights</p>

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking



A4

Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>Seventhly The goodwill and the uncalled capital of the Company both present and future</p> <p>Eighthly All other plant and machinery, fittings and equipment (not many such case being the Company's stock-in-trade or work in progress) now or at any time hereafter belonging to the Company or in which the Company is legally, beneficially or otherwise interested, wherever situated and whether or not affixed to any freehold or leasehold property of the Company</p> <p>Ninthly All the rights, interests and benefits of the Company under any present or future hire-purchase, conditional sale, credit sale, leasing or rental agreement to which the Company is a party in the capacity of hirer, purchaser or lessee including (without prejudice to the generality of the foregoing) the Company's right to any refund of rentals or other payments</p> <p>Tenthly The undertaking and all property and assets of the Company both present and future including without prejudice to the generality of the foregoing) heritable property and all other property and assets in Scotland and the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly and Ninthly described (if and in so far as the charges thereon or on any part or parts thereof herein contained shall for any reason be ineffective as fixed charges)</p> <p>The security hereby created shall as regards the Charged Property First, Secondly, Thirdly, Fourthly, Fifthly, Sixthly, Seventhly, Eighthly and Ninthly described be first fixed charges (and as regards all those parts of the Charged Property First described now vested in the Company shall constitute a charge by way of legal mortgage thereon) and as regards the Charged Property Tenthly described shall be a first floating charge</p> <p>The security hereby constituted shall extend to all beneficial interests of the Company in the Charged Property and to any proceeds of sale or other realisation thereof or of any part thereof</p>	

MR05 - continuation page

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking



A4

Short particulars of the property or undertaking charged

Short particulars

Please give the short particulars of the property or undertaking charged

Negative Pledge

The Company shall not without the consent in writing of the Bank (a) sell, assign, license, sub-license, discount, factor or otherwise dispose of, or deal in any other way with, the Charged Property (other than the Charged Property Tenthly described) provided that for the avoidance of doubt this sub-clause (a) shall not prevent the Company without such consent collecting proceeds of the book and other debts, monetary claims and choses in action forming part of the Charged Property in the ordinary course of the Company's business and paying the same into the Company's account(s) with the Bank in accordance with sub-clause 5 7(a) in the Debenture (and additionally, in the case of Non-Vesting Debts, strictly in accordance with sub-clause 5 7(b)) in the Debenture and provided further that where the Bank makes a payment at the request of the Company which is debited to any account with the Bank which is for the time being in credit, the Bank shall be taken to have given any necessary consent for the purposes of this clause to such payment unless such payment was made as a result of some mistake of fact on the part of the Bank, (b) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever upon the Charged Property except a lien arising by operation of law in the ordinary course of the Company's business as conducted during the 12 months preceding the date when the lien first came into existence, (c) enter into any contractual or other agreement or arrangement which has or may have an economic effect singular or analogous to any such encumbrance or security as would be prohibited by sub-clause (b) above Paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the floating charge created by the Debenture

MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

Part C To be completed for all charges

C1

Cease or release

Please tell us about the property or undertaking

Part of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☒ has been released from the charge and no longer forms part of the company's property or undertaking
- Go to **Section C2**

or

All of the property or undertaking charged

- ☐ has been released from the charge
- ☐ no longer forms part of the company's property or undertaking
- ☐ has been released from the charge and no longer forms part of the company's property or undertaking
- Go to **Section C3**

C2

Description of assets or property

Please give a brief description of assets or property released from the charge and/or a brief description of any property which has ceased to form part of the company's property or undertaking

Description of assets or property

The property known as Whiteoaks Farm, Sayers Common, Brighton, Essex (Title Number WSX111983)

¹ This section must be completed where part of the property or undertaking has been released from the charge or no longer forms part of the company's property or undertaking

Continuation page

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

MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking


C3

Details of the person delivering this statement and their interest in the charge

	Please give the name of the person delivering this statement	
Name	Stonegate Farmers Limited	
	Please give the address of the person delivering this statement	
Building name/number	Whiteoaks Farm	
Street	The Old Sidings	
	Corsham Road	
Post town	Lacock	
County/Region		
Postcode	S N 1 5 2 L Z	
	Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge	Chargor	


C4


Signature

	Please sign the form here	
Signature	Signature	
		

MR05

Statement that part or the whole of the property charged (a) has been released from the charge (b) no longer forms part of the company's property or undertaking

 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. The contact information you give will be visible to searchers of the public record.	
Contact name	Shahanna Nazir
Company name	Lyons Davidson Limited
Address	
Victoria House	
51 Victoria Street	
Post town	Bristol
County/Region	Bristol
Postcode	B S 1 6 A D
Country	England
DX	Bristol 7834
Telephone	0117 904 5809

 Checklist
We may return forms completed incorrectly or with information missing
Please make sure you have remembered the following
<input type="checkbox"/> The company name and number match the information held on the public Register
Part A Charges created before 06/04/2013
<input type="checkbox"/> You have given the charge date
<input type="checkbox"/> You have given the charge number (if appropriate)
<input type="checkbox"/> You have completed the Description of instrument and Short particulars in Sections A3 and A4
Part B Charges created on or after 06/04/2013
<input type="checkbox"/> You have given the charge code
Part C To be completed for all charges
<input type="checkbox"/> You have ticked the appropriate boxes in Section C1
<input type="checkbox"/> You have given a description of assets or property released from the charge (if appropriate)
<input type="checkbox"/> You have given the details of the person delivering this statement in Section C3
<input type="checkbox"/> You have signed the form

 Important information
Please note that all information on this form will appear on the public record
 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 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