

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



Companies House

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 as a
LLP Use form LL MR05

WEDNESDAY



A28 *A52DKD43* 09/03/2016 #293
COMPANIES HOUSE

1 Company details

Company number 01885114 /

Company name in full New Dawn Group Limited /

→ Filling 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 25 07 2008 /

A2 Charge number

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

Charge number* 27 /

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 Mortgage between the Company ("Mortgagor") and Lloyds Bank plc,
previously known as Lloyds TSB Bank plc (Company Number 2065)
whose registered office is at 25 Gresham Street, London, EC2V
7HN ("Bank") ("Mortgage")

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

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A4

Short particulars of the property or undertaking charged

Please give the short particulars of the property or undertaking charged

Short particulars

See Continuation Sheet

Continuation page

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

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

Charge code ¹

- -

¹ **Charge code**

This is the unique reference code allocated by the registrar

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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 ^o

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 assets of the Company relating to the Company's colony egg business, being those set out in the Asset Sale Agreement dated 3 May 2015 between the Company and Stonegate Farmers Limited (Company Number 09524715), including the following properties

- 1 New Dawn Farm, Hinton Lane, Steeple Ashton (WT150331)
- 2 Land at West Lydford (WS13947)

o 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

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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		Lyons Davidson Solicitors	
		Please give the address of the person delivering this statement	
Building name/number		Victoria House	
Street		51 Victoria Street	
Post town		Bristol	
County/Region			
Postcode		B S 1 6 A D	
		Please give the person's interest in the charge (e.g. chargor/chargee etc)	
Person's interest in the charge		Solicitor to the Mortgagor	
C4		Signature	
		Please sign the form here	
Signature		X <i>Lyons Davidson</i> X	

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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 Arran Brooker

Company name Lyons Davidson Solicitors

Address Victoria House

51 Victoria Street

Post town

County/Region Bristol

Postcode B S 1 6 A D

Country England

DX DX 7834 Bristol

Telephone 0117 904 6391



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

Part A Charges created before 06/04/2013

- ☐ You have given the charge date
☐ You have given the charge number (if appropriate)
☐ 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

- ☐ You have given the charge code

Part C To be completed for all charges

- ☐ You have ticked the appropriate boxes in Section C1
☐ You have given a description of assets or property released from the charge (if appropriate)
☐ You have given the details of the person delivering this statement in Section C3
☐ 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 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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A4

Short particulars of the property or undertaking charged

Short particulars	Please give the short particulars of the property or undertaking charged
	<p>1</p> <p>a) The Mortgagor with full title guarantee charges by way of legal mortgage the Mortgaged Property, known as Denlark Farm, Hinton Lane, Steeple Ashton, Trowbridge (also known as New Dawn Farm) Wiltshire (WT150331), Portfield Farm, Portfield Lane, Curry Rivel, Langport, Somerset (WS13948) and Keinton Mandeville Rearing Farm, Keinton, Yeovil, Somerset (also known as Land at Lyford) (WS13947) as a continuing security for the payment to the Bank of the Secured Obligations subject to the Prior Mortgage(s) and to the principal money, interest and other money thereby secured,</p> <p>b) The Mortgagor with full title guarantee assigns to the Bank all amounts now or hereafter owing to the Mortgagor by way of rent, rent charge, licence fee, service charge, dilapidations or otherwise by any tenant, licensee or occupier (in any such case whether present or future) of the Mortgaged Property, and by way of rent deposit or purchase deposit relating to the Mortgaged Property together with, in each case, the proceeds thereof and all rights to recover the same, subject to re-assignment on payment of all the Secured Obligations</p> <p>2</p> <p>The Mortgagor with full title guarantee, charges as a continuing security for the payment to the Bank of the Secured Obligations</p> <p>a) by way of fixed charge all present and future book and other debts, other monetary claims and choses in action owing or belonging to the Mortgagor and arising in connection with the Mortgaged Property or any business at any time earned on thereat and the proceeds thereof including (without limitation),</p> <p>i any amounts owing to the Mortgagor by way of rent, licence fee, service charge or dilapidations by any tenant or licensee (in each case whether present or future) of the Mortgaged Property and any ground rents, rent charges, rent deposits, purchase deposits and the proceeds of insurance claims owing to the Mortgagor in connection with the Mortgaged Property (and, in each case, the proceeds thereof),</p> <p>ii any amounts owing or which may become owing to the Mortgagor under any building, construction or development contract entered into in connection with the Mortgaged Property or by virtue of the Mortgagor's rights under any retention or other trusts in connection therewith, whether or not any certificate as to the amount due has been issued in respect thereof (and the proceeds thereof),</p> <p>iii the non-vesting debts and the related rights,</p> <p>b) by way of floating charge all the mortgaged chattels</p>

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged	
Short particulars	<p>3</p> <p>The Mortgagor with full title guarantee assigns to the Bank the goodwill of the business (if any) now or at any time hereafter earned on by the Mortgagor at the Mortgaged Property and the full benefit of the Mortgaged Licences (if any) and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment, subject to re-assignment upon payment of all the Secured Obligations</p> <p>4</p> <p>a) The Mortgagor with full title guarantee assigns to the Bank the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property, subject to re-assignment upon payment of all the Secured Obligations,</p> <p>b) The Mortgagor shall at any time if and when required by the Bank execute to the Bank or as the Bank shall direct an assignment or assignments of the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any lease or underlease of the Mortgaged Property hereafter granted to secure the Secured Obligations, such assignments to be prepared by or on behalf of the Bank at the cost of the Mortgagor and to contain all such clauses for the benefit of the Bank as the Bank may require</p> <p>5</p> <p>Where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is or becomes entitled to a share or shares in any company connected with the Mortgaged Property,</p> <p>a) the Mortgagor with full title guarantee charges by way of fixed charge the entitlement to such share or shares, and such share or shares when issued and all rights, benefits and advantages at any time arising in respect of the same (hereinafter called the "Share(s)") as a continuing security for the payment to the Bank of the Secured Obligations, and</p> <p>b) subject to the rights of the holder(s) for the time being of any Prior Mortgage(s), the Mortgagor shall (if the Bank so requires) transfer the Share(s) to the Bank or as the Bank shall direct and shall deposit the certificate(s) relating to the Share(s) with the Bank</p> <p>6</p> <p>The Mortgagor with full title guarantee assigns to the Bank the Intellectual Property Rights that arise in connection with the business (if any) now or at any time hereafter earned on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations</p>	

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Short particulars of the property or undertaking charged

	Please give the short particulars of the property or undertaking charged
Short particulars	<p>As continuing security for the payment and/or discharge of the Secured Liabilities, the chargor with full title guarantee charges to LBCF</p> <p>a) by way of legal mortgage, the property (if any) described in Schedule 2 of the Debenture,</p> <p>b) by way of fixed charge any freehold or leasehold property (excluding any property charged by clause 2.1.1 in the Debenture, as described in sub-clause a) above) now and in the future owned by the Chargor or in which the Chargor may have an interest,</p> <p>c) by way of fixed charge, all buildings, fixtures and fittings (including trade fixtures and fittings) from time to time in, on or attached to any of the Chargor's freehold or leasehold property,</p> <p>d) by way of fixed charge all the Chargor's plant and machinery and other equipment listed in Schedule 3 of the Debenture and all spare parts, replacements, modifications and additions for or to such equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such equipment,</p> <p>e) by way of fixed charge, any other plant, machinery, vehicles, computer equipment, furniture, tools and other equipment not disposed of in the ordinary course of the Chargor's business not listed in Schedule 3 of the Debenture and all spare parts, replacements, modifications and additions for or to such equipment and the benefit of all manuals, instructions, warranties and maintenance agreements relating to such equipment,</p> <p>f) by way of fixed charge, all Non Vesting Invoices and all cash in respect thereof,</p> <p>g) by way of fixed charge, all Other Invoices required by LBCF to be paid into a Nominated Account and all cash in respect thereof,</p> <p>h) by way of fixed charge, any credit balance on any Nominated Account,</p> <p>i) by way of fixed charge, all the Chargor's goodwill and uncalled capital present and future,</p> <p>j) by way of fixed charge, all the Chargor's Intellectual Property from time to time not disposed of in the ordinary course of the Chargor's business,</p> <p>k) by way of fixed charge, all Securities from time to time owned by the Chargor or in which it has an interest,</p> <p>l) by way of fixed charge, all loan capital, indebtedness or liabilities on any account or in any manner owing to the Chargor from any Subsidiary of the Chargor or a member of the Chargor's Group,</p> <p>m) by way of fixed charge, all the Chargor's rights and claims (including to the return of premiums) under all insurance policies in which the Chargor has an interest from time to time,</p> <p>n) by way of floating charge, all the Chargor's property, assets and rights from time to time not subject to a fixed charge under the Debenture (including any property or assets situated in Scotland)</p> <p>The floating charge created by Clause 2.1.14 is a qualifying floating charge in accordance with paragraph 14 of Schedule B1 Insolvency Act</p>