

MG01

Particulars of a mortgage or charge

132497/13



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 re-
particulars of a charge for a S
company. To do this, please u
form MG01s

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25/03/2011

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COMPANIES HOUSE

1 Company details

Company number 0 2 8 8 2 9 9 3

Company name in full NUFARM UK LIMITED (the "Chargor")

8 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 d1 d5 m0 m3 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 Securities Account Pledge Agreement (the "Security Document") dated 15 March 2011 between,
amongst others, the Pledgor and National Australia Bank Limited (the "Security Trustee" and
"Agent", as security trustee and agent 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 Please see Note A of continuation page (1)

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

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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 | Please see Note B of continuation page (1). | |
| Address | | |
| Postcode | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | |
| Name | | |
| Address | | |
| Postcode | <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> | |

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 continuation pages (2) to (6) | |

NUFARM UK LIMITED Company Number 02882993

Note (A) – Amount Secured

The "**Secured Liabilities**", which are defined in the Security Document as meaning all payment and repayment obligations at any time due, owing or incurred by the Pledgor to any Beneficiary under or in respect of any Secured Document including any liability in respect of any further advances made under the Secured Documents, whether present or future, actual or contingent (and whether incurred solely or jointly and whether as principal or surety or in some other capacity), including without limitation

(i) subject always to the provision of Clause 18 (*Guarantee and Indemnity*) of the Facility Agreement, as Guarantor in connection with the obligations of the other Obligor in a maximum principal amount of AUD 900,000,000, and

(ii) the Parallel Debt Obligations,

it being understood that its liabilities under paragraphs (i) and (ii) above shall not exceed the maximum principal aggregate amount of AUD 900,000,000,

(iii) increased in each case by all sums due as interests, indemnities, penalties, costs, commissions or incidental expenses, all calculated pursuant to the Secured Documents

Note (B) – Names and addresses of the mortgagees or persons entitled to the charge.

Name National Australia Bank Limited

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

Name Coöperatieve Centrale Raiffeisen-Boerenleenbank B A (Rabobank), Australia Branch (an "**Original Lender**" and, together with its successors, transferees and assigns in title under the Facility Agreement, the "**Lenders**") represented for the purpose of the Security Document by the Security Trustee

Address Croeselaan 18, 3521 CB Utrecht, the Netherlands

Name Australia and New Zealand Banking Group Limited (an "**Original Lender**" and, together with its successors, transferees and assigns in title under the Facility Agreement, the "**Lenders**") represented for the purpose of the Security Document by the Security Trustee

Address Level 9, 833 Collins Street, Docklands, Victoria 3008, Australia

Name HSBC Bank Australia Limited (an "**Original Lender**" and, together with its successors, transferees and assigns in title under the Facility Agreement, the "**Lenders**") represented for the purpose of the Security Document by the Security Trustee

Address Level 32, 580 George Street, Sydney, New South Wales 2000, Australia

Name National Australia Bank Limited (an "**Original Lender**" and, together with its successors, transferees and assigns in title under the Facility Agreement, the "**Lenders**") represented for the purpose of the Security Document by the Security Trustee

Address Level 4, 800 Bourke Street, Docklands, Victoria 3008, Australia

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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)

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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

London EC2A 3AH

Post town London

County/Region London

Postcode EC2A 3AH

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

Continuation page (2)

NUFARM UK LIMITED Company Number 02882993

1 GRANT OF PLEDGES

In order to secure the full and punctual payment, performance and discharge of the Secured Liabilities, the Pledgor granted a pledge to the Beneficiaries over the Pledged Accounts, in accordance with Article L 211-20 of the French *Code monétaire et financier*

2 SCOPE OF THE PLEDGES

- 2 1 In accordance with Article L 211-20 of the French *Code monétaire et financier*, (i) all Pledged Financial Securities, (ii) any other Financial Securities transferred to the Pledged Securities Account, and (iii) any Cash Proceeds, have been included in the relevant Pledge (without prejudice to the provisions of Clause 4 3 (*Cash Proceeds*) of the Security Document)
- 2 2 It is expressly agreed that each of the Pledges have extended to all Financial Securities subscribed by or allotted to the Pledgor by way of exercise of its preferential right of subscription (*droit préférentiel de souscription*) or of any other right attached to or deriving from the relevant Pledged Financial Securities as security for the Secured Liabilities. Also, Financial Securities resulting from a free allotment or from a decrease of the Company's share capital immediately followed by an increase in such share capital will be included in the Pledges

Short particulars of all the property mortgaged or charged

Continuation page (3)

NUFARM UK LIMITED Company Number 02882993

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

"Account Holders" means, as the case may be, the Securities Account Holder and the Bank Account Holder and **"Account Holder"** means any of them

"Additional Statement of Pledge" has the meaning set out in the Facility Agreement

"Bank Account Holder" means HSBC France, a company organised under French law, whose registered office is at 103, avenue des Champs-Élysées, 75008 PARIS, and with registration number 775 670 284 RCS Paris

"Beneficiary" means together the Agent, the Security Trustee and the Lenders

"Borrower" has the meaning set out in the Facility Agreement

"Cash Proceeds" means any dividends, interests and other proceeds or income (*fruits et produits*) attached or deriving from the Pledged Financial Securities and paid or payable in respect of the Pledged Financial Securities

"Company" means Nufarm Holding SAS, a *société par actions simplifiée* organised under French law, having a share capital of € 29,368,376 whose registered office is at 28 Boulevard Camelinat, 92230 Gennevilliers, France, with registration number 412 047 052 RCS Nanterre

"Facility Agreement" means the facility agreement dated 14 December 2010 made between, *inter alia*, the Borrowers, the Guarantors, the Lenders, the Agent and the Security Trustee, as defined therein and as may be further amended, varied, novated or supplemented from time to time

"Finance Document" has the meaning given to it in the Security Trust Deed, excluding any Transaction Security Documents (as defined in the Facility Agreement) and any document related thereto

"Financial Securities" means the Initial Shares and pursuant to Clause 3 (*Scope of the Pledge(s)*) of the Security Document, any new shares or other financial securities (*titres financiers* as defined in paragraph II of Article L 211-1 of the French *Code monétaire et financier*) issued by the Company and owned by the Pledgor

"Group Member" has the meaning given to it in the Security Trust Deed

"Guarantor" means an Original Guarantor unless it has ceased to be a Guarantor in accordance with Clause 25 (*Changes to the Obligors*) of the Facility Agreement or a company which becomes an Additional Guarantor (as defined in the Facility Agreement) in accordance with that same clause

Short particulars of all the property mortgaged or charged

Continuation page (4)

NUFARM UK LIMITED Company Number 02882993

"Initial Shares" means the 193,212 ordinary shares issued by the Company and owned by the Pledgor as of the date of the Security Document representing 99.99% of the voting rights and 99.99% of the share capital of the Company

"Lender" means the following whether acting alone or jointly

- (a) Coöperatieve Centrale Raiffeisen-Boerenleenbank B A (Rabobank), Australia Branch,
- (b) Australia and New Zealand Banking Group Limited,
- (c) National Australia Bank Limited, and
- (d) HSBC Bank Australia Limited,

and together with their successors, transferees and assigns in title under the Facility Agreement

"Obligors" means a Borrower or a Guarantor

"Original Guarantor" means any of the parties listed in Part I, Schedule 1 to the Facility Agreement

"Original Pledge" means the Security created or expressed to be created in favour of the Beneficiaries pursuant to the Security Document and to the Original Statement of Pledge

"Original Statement of Pledge" means the statement of securities account pledge (*déclaration de nantissement de compte-titres*) in the form set out in Schedule 2 (*Form of Original Statement of Pledge*) to the Security Document with respect to the Initial Shares and the Pledged Bank Account

"Parallel Debt" means the Parallel Debt Obligations

"Parallel Debt Obligations" are as follows

- (a) each Pledgor irrevocably and unconditionally undertakes (such undertakings, the **"Parallel Obligations"**) to pay to the Security Trustee amounts equal to all present and future amounts (the **"Original Obligations"**) owing by a Borrower to a Beneficiary under each of the Finance Documents as and when those amounts are due,
- (b) the Security Trustee shall have its own independent right to demand and receive payment of the Parallel Obligations,
- (c) the Parallel Obligations shall not limit or affect the existence of the Original Obligations for which the Beneficiaries shall have an independent right to demand payment,
- (d) notwithstanding paragraphs (a) and (b), payment by a Pledgor of its Parallel Obligations shall to the same extent decrease and be a good discharge of the corresponding Original Obligations owing to the relevant Beneficiary and payment by a Pledgor of its Original Obligations to the relevant Beneficiary shall to the same extent decrease and be a good discharge of the Parallel Obligations owing by such Pledgor to the Security Trustee,

Short particulars of all the property mortgaged or charged

Continuation page (5)

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- (e) the Parallel Obligations are owed to the Security Trustee in its own name on behalf of itself and not as agent or representative of any other person nor as trustee and the Parallel Debt Security shall secure the Parallel Obligations so owing,
- (f) without limiting or affecting the Security Trustee's right to protect, preserve or enforce its rights under any Finance Document, the Security Trustee undertakes to each Beneficiary not to exercise its rights in respect of the Parallel Obligations without the consent of the relevant Beneficiary, and
- (g) all moneys received or recovered by the Security Trustee pursuant to this definition, and all amounts received or recovered by the Security Trustee from or by the enforcement of any Security granted to secure the Parallel Debt, are to be applied in accordance with Clause 5 (*Distribution of money*) of the Security Trust Deed

"Pledges" means the Original Pledge and any Additional Pledge and **"Pledge"** means any of them

"Pledged Accounts" means, as the case may be, the Pledged Bank Account and/or the Pledged Securities Account

"Pledged Bank Account" means the special bank account opened in the books of the Bank Account Holder in the name of the Pledgor pursuant to paragraph III of Article L 211-20 of the French *Code monétaire et financier* and as identified in the Statements of Pledge as bank account number FR76 3005 6005 1105 1100 0312 603 held with HSBC France

"Pledged Financial Securities" means the Financial Securities pledged under the Pledge and credited to the Pledged Securities Account from time to time

"Pledged Securities Account" means the special account opened and maintained with the Securities Account Holder in the name of the Pledgor pursuant to Article L 211-20 of the French *Code monétaire et financier* and to which the Financial Securities will be credited in accordance with the Security Document and as identified in the Statements of Pledge as account number 1 bis

"Secured Documents" means the Finance Documents

"Securities Account Holder" means the Company, as account holder of its Financial Securities

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

"Security" means all or any of the security created or expressed to be created by or pursuant to the Security Document

"Statement of Pledge" means the Original Statement of Pledge and/or any Additional Statement of Pledge, as applicable

Short particulars of all the property mortgaged or charged

Continuation page (6)

NUFARM UK LIMITED Company Number 02882993

Note (2) - The Security Document provides that.

1 GENERAL UNDERTAKINGS

1 1 Rights over the Financial Securities

1 1 1 The Pledgor shall not create or permit to subsist any security interest (other than the security interest granted to the Beneficiaries under or in accordance with the Security Document) over any Pledged Financial Securities or any Pledged Accounts, nor do anything else prohibited by or under the terms of the Secured Documents

1 1 2 The Pledgor shall not (nor shall it agree to) sell, lease, transfer or otherwise dispose of any Financial Securities except as expressly permitted by or under the terms of the Secured Documents and if required, the Security Trustee has all powers to execute all documents to permit such sale, lease or transfer in the name and on behalf of the Beneficiaries

1 2 New Financial Securities

1 2 1 The Pledgor undertakes to pledge in favour of the Beneficiaries, in accordance with the Security Document and with Article L 211-20 of the French *Code monétaire et financier*, any and all future Financial Securities which he becomes the owner by transferring (or instructing the Securities Account Holder to transfer) in the Pledged Securities Account any new Financial Securities and all obligations of the Pledgor under Clause 2 3 of the Security Document shall apply, *mutatis mutandis*, to such new Financial Securities



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 2882993
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A SECURITIES ACCOUNT PLEDGE
AGREEMENT DATED 15 MARCH 2011 AND CREATED BY
NUFARM UK LIMITED FOR SECURING ALL MONIES DUE OR
TO BECOME DUE FROM THE PLEDGOR TO ANY
BENEFICIARIES 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 25 MARCH 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 29 MARCH 2011

✓✓



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES