

# M

CHFP041

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legibly, preferably  
in black type or  
bold block  
lettering\* Insert full name  
of company

COMPANIES FORM No. 395

## Particulars of a mortgage or charge

036864/39

# 395

A fee of £13 is payable to Companies House in respect of  
each register entry for a mortgage or charge.

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use Company number

5

02885265

Name of company

\*Agrivert Limited (the "Company")

Date of creation of the charge

13 August 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

A debenture entered into between the Company and Alcuin (the "Debenture").

Amount secured by the mortgage or charge

All or any monies and liabilities which will from time to time (and whether on or at any time after demand) be due, owing or incurred in whatsoever manner to Alcuin by the Company, whether actually or contingently, solely or jointly and whether as principal or surety and whether or not Alcuin shall have been an original party to the relevant transaction, and including interest, discount, commission and other lawful charges or expenses which Alcuin may in the course of the Company's business charge or incur in respect of any of those matters or for keeping the Company's account, and so that interest shall be computed and compounded according to Alcuin's usual rates and practice as well after as before any demand made or decree obtained under or in relation to the Debenture (the "Secured Liabilities").

Names and addresses of the mortgagees or persons entitled to the charge

Alcuin 2009 Fund Limited Partnership, 2 Eaton Gate, London (acting through its general partner  
"Alcuin GP Limited") ("Alcuin")

Postcode SW1W 9BJ

Presenter's name, address and  
reference (if any):Jones Day  
JP013510  
21 Tudor Street  
London  
EC4Y 0DJ  
DX 67 London/Chancery

Time critical reference

For official use (02/2006)  
Mortgage Section

Post room

WEDNESDAY



LD2

\*L23ZHCJ1\*

19/08/2009

245

COMPANIES HOUSE

COM395/1

Short particulars of all the property mortgaged or charged

Please see continuation sheet attached.

Please do not  
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in black type or  
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lettering

A fee is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

† Delete as  
appropriate

Particulars as to commission allowance or discount (note 3)

Nil

Signed

*Jones Day*

Date

*18 August 2009*

On behalf of ~~company~~ [mortgagee/chargee] †

Notes

1. The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
2. A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
3. In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his:
  - (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
  - (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
4. If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
5. A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders are to be made payable to **Companies House**.
6. The address of the Registrar of Companies is:- Companies House, Crown Way, Cardiff CF4 3UZ.

**Continuation Sheet**  
**Company Name: Agrivert Limited**  
**Company Number: 02885265**

**Short particulars of all the property mortgaged or charged:**

**1. COVENANT TO PAY**

- 1.1** The Company, as primary obligor and not merely as surety, has covenanted to, upon written demand, pay or discharge the Secured Liabilities when they are due and payable.
- 1.2** If the Company fails to pay any amount under the Debenture when it is due then that amount shall bear interest (after as well as before judgment and payable on demand) at the Default Rate from time to time from the due date until the date that amount is paid in full to Alcuin.

**2. CHARGING PROVISIONS**

- 2.1** With full title guarantee, the Company has charged to Alcuin as a continuing security for the payment or discharge of the Secured Liabilities:
- 2.1.1 by way of legal mortgage all estates or interests in the freehold and leasehold property described in the Schedule of the Debenture (the "**Property**") together with all present and future buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the Property;
- 2.1.2 by way of fixed charge:
- (a) all estates or interests in any freehold or leasehold property belonging to the Company now or at any time after the date of the Debenture (other than any property charged in terms of Clause 3.1 (A) of the Debenture) together with all buildings, fixtures (including trade and tenant's fixtures), plant and machinery which are at any time on the property;
  - (b) all the Company's present and future interests in or over land or the proceeds of sale of it and all the Company's present and future licences to enter upon or use land and the benefit of all other agreements relating to land to which the Company is or may become party or otherwise entitled and all fixtures (including trade and tenant's fixtures) which are at any time on the property charged under the Debenture;
  - (c) all present and future plant and machinery not otherwise charged under Clause 3 (*Charging Provisions*) of the Debenture and all the Company's other present

and future chattels (excluding any for the time being forming part of the Company's stock in trade or work in progress);

- (d) all present and future stocks, shares and other securities owned (at law or in equity) by the Company and all rights and interests accruing or offered at any time in relation to them;
- (e) all rights and interests in and claims under all policies of insurance and assurance held or to be held by the Company or insuring to its benefit and the benefit of all rights and claims to which the Company is now or may be entitled under any contracts;
- (f) all patents, patent applications, trade marks, trade mark applications, trading names, brand names, service marks, copyrights, rights in the nature of copyright, moral rights, inventions, design rights, registered designs, all trade secrets and know-how, computer rights, programmes, systems, tapes, disks, software, all applications for registration of any of them and other intellectual property rights held or to be held by the Company or in which the Company may have an interest and the benefit of all present and future agreements relating to the use of or licensing or exploitation of any such rights (owned by the Company or others) and all present and future fees, royalties or similar income derived from or incidental to any of the foregoing in any part of the world;
- (g) all the Company's goodwill and uncalled capital for the time being;
- (h) all the Company's present and future book and other debts and monetary claims whether payable now or in the future and the benefit of all the Company's present and future rights and claims against third parties relating to them and capable of being satisfied by the payment of money (save as charged under Clause 3.1(B)(5) of the Debenture);
- (i) all the Company's present and future bank accounts, cash at bank and credit balances with any bank or other person whatsoever and all rights relating or attaching to them (including the right to interest);

2.1.3 by way of floating charge all the Assets not otherwise effectively mortgaged charged or assigned by Clause 3 (*Charging Provisions*) of the Debenture, (including, without limitation, any of the Company's immovable property in Scotland and any Assets in Scotland falling within any of the types mentioned in Clause 3.1 (B) of the Debenture),

**2.2** The Company has, with full title guarantee, assigned in Alcuin's favour (subject to the Company's right to redeem such assignment upon payment or discharge in full of the Secured Liabilities):

2.2.1 all the Company's right, title and interest in and to any interest rate hedging agreements entered into by any person; and

2.2.2 (insofar as they are capable of being assigned by way of security) all the Company's right title and interest in and to any agreement to which the Company is a party except to the extent that it is subject to any fixed charge created under any other provision of the Debenture.

**2.3** To the extent that any right, title and interest referred to in Clause 3.2 of the Debenture is not assignable or capable of assignment, the assignment purported to be made by that Clause shall operate as an assignment of any and all compensation, damages, income, profit or rent which the Company may derive from it or be awarded or entitled to in respect of it, in each case as a continuing security for the payment or discharge in full of the Secured Liabilities.

**2.4** Any mortgage, fixed charge or other fixed security created by the Company in Alcuin's favour shall have priority over the floating charge created by the Debenture, except insofar as Alcuin declares otherwise whether at or after the time of creation of such fixed security.

**2.5** Alcuin may at any time, by notice to the Company, immediately convert the floating charge created under Clause 3.1(C) of the Debenture into a fixed charge over any Assets specified in that notice and the floating charge will, without notice from Alcuin, automatically be converted with immediate effect into a fixed charge;

2.5.1 in respect of any Assets which become subject to a fixed charge in favour of any other person;

2.5.2 in respect of all the Assets charged under Clause 3.1(C) of the Debenture if and when the Company cease to carry on business or to be a going concern; and

2.5.3 in respect of all the Assets on the making of an order for the Company's compulsory winding-up, on the convening of a meeting for the passing of a resolution for the Company's voluntary winding-up or the taking of any steps (including without limitation, the making of an application or the giving of any notice) by the Company or any other person for the appointment of an administrator in respect of the Company.

**2.6** The Company has agreed that it will not without our previous written consent:

2.6.1 create or attempt to create or permit to subsist any mortgage, charge, lien (other than a lien arising in the ordinary course of business by operation of law) or encumbrance on all or any of the Company's Assets; or

2.6.2 sell, transfer, assign, factor, lease or otherwise dispose of or part with possession in any way of all or any of the Company's Assets (other than any Assets the subject of a floating charge (but not any fixed charge or mortgage) on arms length terms in the ordinary course of trading); or

2.6.3 in any way dispose of the equity of redemption of any Asset or any interest in any Asset.

**2.7** The Company has agreed that (at the Company's own cost) it will on Alcuin's demand in writing execute and deliver in whatever form as Alcuin may reasonably require:

- 2.7.1 a legal mortgage of any of the Company's freehold or leasehold property which is not effectively charged by Clause 3.1(A) of the Debenture and of any freehold or leasehold property acquired by the Company after the date of the Debenture;
- 2.7.2 a standard security or other fixed security over the Company's heritable freehold, leasehold or other property;
- 2.7.3 a fixed charge or assignment in security of any Asset subject to a floating charge under Clause 3.1(C) of the Debenture;
- 2.7.4 a chattel mortgage over any chattels, plant and machinery as Alcuin may specify; and
- 2.7.5 a notice of any assignment of the Company's right, title and interest to any of the agreements referred to in Clause 3.2 of the Debenture;

and the Company will execute all other deeds, documents, agreements and instruments and will otherwise do and concur in all such other acts or things as Alcuin may deem necessary for perfecting, preserving or protecting the security created (or intended to be created) by the Debenture or for facilitating the realization of the Assets the exercise of any of Alcuin's rights under the Debenture.

**2.8** The Company shall:

- 2.8.1 get in and realize its book and other debts and other monies, in the ordinary course of its business and hold the proceeds of the getting in and realization upon trust for Alcuin; and
- 2.8.2 pay into its account with Alcuin (or as Alcuin may direct) all monies which it receives in respect of any books or other debts and other monies charged to Alcuin.

### **3. CONTINUING SECURITY**

The security created by the Debenture will be a continuing security for the Secured Liabilities notwithstanding any intermediate payment or settlement of all or any part of the Secured Liabilities or other matter or thing whatsoever and will be without prejudice and in addition to any other right remedy or security of whatever sort which Alcuin may hold at any time for the Secured Liabilities or any other obligation whatsoever and will not be affected by any release, reassignment or discharge of any other right remedy or security.

#### 4. POWER OF ATTORNEY

The Company has irrevocably and by way of security appointed Alcuin (whether or not a Receiver or administrator has been appointed) and also (as a separate appointment) any Receiver or administrator severally as the Company's attorney and attorneys, for the Company and in its name and on its behalf and as its act and deed or otherwise to execute and deliver and otherwise perfect any deed, assurance, agreement, instrument or act which may be required of the Company under the Debenture or may be required or deemed proper in the exercise of any rights or powers conferred on Alcuin or any Receiver or administrator under the Debenture or otherwise for any of the purposes of the Debenture.

#### 5. DEFINITIONS

**"Assets"** means the whole of the property (including uncalled capital) which is or may be from time to time comprised in the property and undertaking of the Company;

**"Default Rate"** means the rate of interest payable in accordance with the terms of any agreements or letters setting out the terms of or constituting the Secured Liabilities in relation to any amount which is not paid on the due date therefor, or if no such rate is stated Alcuin's standard default rate from time to time.

**"properties"** means at any time the Company's freehold, heritable and leasehold properties.

**"Property"** means:

- (a) land at Manor Farm, Hinton, Waldrist, Farringdon, Oxfordshire;
- (b) land and buildings at Showell Farm, Heythorp, Chipping Norton, Oxfordshire;
- (c) land at West Benridge, Mitford, Morpeth, Northumberland;
- (d) land at Showell Farm, Heythorp, Chipping Norton, Oxfordshire;
- (e) land at New House Farm Buildings, Nether Worton, Chipping Norton, Oxfordshire;
- (f) land adjacent to Thames Water Sewage Treatment Works, Crowmarsh Battle Farms, Wallingford, Oxfordshire; and
- (g) the Studio and the Granary, Redford Farm, Redford, Chipping Norton, Oxfordshire.

**"Receiver"** means an administrative receiver, receiver and manager or other receiver appointed pursuant to the Debenture in respect of the Company or over all or any of the Assets charged by the Debenture.



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

**Pursuant to section 401(2) of the Companies Act 1985**

**COMPANY NO. 2885265  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 13 AUGUST  
2009 AND CREATED BY AGRIVERT LIMITED FOR SECURING  
ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY  
TO ALCUIN 2009 FUND LIMITED PARTNERSHIP (ACTING  
THEROUGH ITS GENERAL PARTNER ALCUIN GP LIMITED) ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 19 AUGUST  
2009

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 20 AUGUST 2009**



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES