

25/84/91

In accordance with
Section 862 of the
Companies Act 2006

MG06

Particulars of a charge subject to which property has
been acquired



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 charge subject to
which property has been acquired

☐ **What this form is NOT for**
You cannot use this form if you
submitting particulars of a charge
subject to which property has
acquired for a company registered
in Scotland. To do this, please
use form MG06s

TUESDAY



ACWZWXBL

A09

06/09/2011

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COMPANIES HOUSE

FOR OFFICIAL USE

1 Company details

Company number 07760522
Company name in full Farmway Limited ("the Client")

2

→ 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 the instrument (if any) creating or evidencing the charge

Date of the instrument (if any) 05 11 20 10

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

Description ¹ Debenture ("the Debenture")

¹ Please give a description of the
instrument, e.g. 'Trust Deed',
'Debenture', 'Mortgage', or 'Legal
charge', etc. as the case may be.

4 Date of acquisition of the property which is subject to the charge

02 09 20 11

5 Amount secured

Please give us details of the amount secured by the mortgage or charge

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

Amount secured

Capitalised terms set out in this Form MG06 shall, unless the context
otherwise requires, or they are otherwise defined herein, have the
meanings set out in the Schedule at the end of section 7 of this MG06.

1. Client's Obligations

The Client will pay to RBSIF on demand all its liabilities to RBSIF
(present, future, actual or contingent and whether incurred alone or
jointly with another) including Interest, any expenses RBSIF or a
receiver incurs (on a full indemnity basis and with Interest from the
date of payment) in connection with the Charged Property and in taking,
perfecting, protecting, enforcing or exercising any power under the
Debenture ("the Client's Obligations").

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6**Mortgagee(s) or person(s) entitled to the charge**

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	RBS Invoice Finance Limited ("RBSIF")							
Address	Smith House, PO Box 50, Elmwood Avenue, Feltham, Middlesex							
Postcode	T	W	1	3		7	Q	D
Name								
Address								
Postcode								
Name								
Address								
Postcode								

7**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

2. Charge

The Client, as continuing security for its Obligations and with full title guarantee, gives to RBSIF:

2.1 a fixed charge over the following property of the Client:

2.1.1 all Land vested in or charged to the Client, all fixtures and fittings attached to that Land and all rents receivable from any lease granted out of that Land;

2.1.2 all plant and machinery, including any associated warranties and maintenance contracts;

2.1.3 all the goodwill of the Client's business;

2.1.4 any uncalled capital;

2.1.5 all stock, shares and other securities held by the Client at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities;

2.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights;

Continued on continuation page 1

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8	Delivery of instrument A verified copy of the instrument must be delivered to the Registrar of Companies, with these particulars correctly completed, within 21 days after the date of completion of the acquisition of the property which is subject to the charge 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. 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 866).	
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9	Signature Please sign the form here Signature X <i>M. E. Rayfield</i> X This form must be signed by a person with an interest in the registration of the charge.	
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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 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 Julie Harrison

Company name Ward Hadaway

Address Sandgate House

102 Quayside

Post town Newcastle upon Tyne

Country/Region Tyne & Wear

Postcode N E 1 3 D X

Country United Kingdom

DX DX 730360 Newcastle upon Tyne 30

Telephone 0191 2044000

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 a certified copy of the deed (if any) with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument (if any).
- ☐ You have given the date of acquisition
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the 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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7	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged	
Short particulars	<p style="text-align: center;"><i>Continuation page 1</i></p> <p>2.1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments;</p> <p>2.1.8 all Fixed Charge Debts and their Related Rights.</p> <p>2.2 a floating charge over all the other property, assets and rights of the Client owned now or in the future which are not subject to an effective fixed charge under the Debenture or under any other security held by RBSIF</p> <p style="padding-left: 40px;">(together the "Charged Property").</p> <p>3. <u>Conversion of Floating Charge to Fixed Charge</u></p> <p>3.1 RBSIF may by notice convert the floating charge on any of the Property into a fixed charge. Following such notice, the Client will not dispose of the affected Property without RBSIF's consent.</p> <p>3.2 The floating charge will become a fixed charge if a receiver and manager of the Client is appointed.</p> <p>4. <u>Restrictions</u></p> <p>4.1 The Client will not, without RBSIF's consent.</p> <p>4.1.1 permit or create any mortgage, standard security, charge or lien on the Charged Property;</p> <p>4.1.2 dispose of the Property charged under paragraph 2.1 above;</p> <p>4.1.3 dispose of the Property charged under paragraph 2.2 above other than in the ordinary course of business;</p> <p>4.1.4 call on, or accept payment of, any uncalled capital;</p> <p>4.1.5 grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting; or</p> <p>4.1.6 dispose of, part with or share possession or occupation of any of its Land.</p> <p>5. <u>Preservation of other Security and Rights and Further Assurance</u></p> <p>5.1 On request, the Client will execute any deed or document, or take any other action required by RBSIF, to perfect or enhance RBSIF's security under this deed.</p> <p style="text-align: center;"><i>Continued on continuation page 2</i></p>	

MG06 - continuation page

Particulars of a charge subject to which property has been acquired

7 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged.

Short particulars

Continuation page 2

Definitions

"Debts" has the meaning given to it under any Debt Purchase Agreement.

"Fixed Charge Debts" means all Debts which fail to vest in RBSIF under any Debt Purchase Agreement. "Debt Purchase Agreement" means any debt purchase facility entered into between the Client and RBSIF.

"Interest" means interest at the same rate as the discounting charge charged by RBSIF to the Client, calculated both before and after demand or judgment on a daily basis and compounded according to agreement, or, in the absence of agreement, monthly on the days selected by RBSIF.

"Land" means any interest in heritable, freehold or leasehold land.

"Related Rights" has the meaning given to it under any Debt Purchase Agreement.

"Subsidiary" means an entity controlled, directly or indirectly, by the Client or by a Subsidiary of the Client and shall have the meaning as defined in Section 15 of the Friendly and Industrial Provident Societies Act 1968 (as the same may be amended from time to time).



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 7760522

CHARGE NO. 2

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE FOR ALL MONIES
DUE OR TO BECOME DUE FROM THE COMPANY TO RBS
INVOICE FINANCE LIMITED ON ANY ACCOUNT WHATSOEVER
SECURED ON THE PROPERTY ACQUIRED BY FARMWAY
LIMITED ON THE 2 SEPTEMBER 2011 WAS REGISTERED
PURSUANT TO CHAPTER 1 PART 25 OF THE COMPANIES ACT
2006 ON THE 6 SEPTEMBER 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 SEPTEMBER
2011

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES