

In accordance with  
Section 862 of the  
Companies Act 2006.

# MG06

Particulars of a charge subject to which property has  
been acquired



**IRIS**  
LASERFORM

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 are  
submitting particulars of a charge  
subject to which property has been  
acquired for a company registered  
in Scotland. To do this, please use  
form MG06s

TUESDAY



\*ACWZTXBI\*

A09

06/09/2011

37

COMPANIES HOUSE

## 1 Company details

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

→ Filing 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) 06 10 2010

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

Description <sup>①</sup> Legal Charge ("the Legal Charge")

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 2011

## 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. Owner's Obligations

All the Owner's liabilities to the Bank of any kind and in any currency  
(whether present or future actual or contingent and whether incurred  
alone or jointly with another) together with the Bank's charges and  
commission Interest and Expenses (together the "Owner'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	National Westminster Bank Plc ("the Bank")
Address	135 Bishopsgate, London
Postcode	E C 2 M 3 U R
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

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.

**2 Charge**

The Owner covenants to discharge on demand the Owner's Obligations and as a continuing security for such discharge and with full title guarantee charges to the Bank:-

- 2.1 By way of legal mortgage of all legal interests and otherwise by way of fixed charge the Property (to the full extent of the Owner's interest in the Property or its proceeds of sale);
- 2.2 By way of fixed charge:-
- 2.2.1 All the fixtures and fittings of the Owner from time to time attached to the Property;
- 2.2.2 All the plant and machinery vehicles and computer equipment of the Owner present and future at the Property not regularly disposed of in the ordinary course of business and all associated warranties and maintenance contracts,

*Continued on continuation page 1*

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### 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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### Signature

Please sign the form here

Signature

Signature

X

*M. E. Rayfield*

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

County/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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://www.companieshouse.gov.uk)

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7	<b>Short particulars of all the property mortgaged or charged</b>
	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>2.2.3 All the furniture furnishings equipment tools and other chattels of the Owner now and in the future at the Property and not regularly disposed of in the ordinary course of business,</p> <p>2.2 4 The Goodwill all rents receivable from any lease granted out of the Property and the proceeds of any insurance from time to time affecting the Property or the Charged Assets</p> <p style="padding-left: 40px;">(together "the Charged Assets").</p> <p><b>3. <u>Restrictions on Charging Leasing Disposing and Parting with possession</u></b></p> <p>3.1 The Owner will not without the Bank's prior written consent:-</p> <p>3.1.1 Create or permit to arise any mortgage charge lien on the Property the Charged Assets or the Goodwill.</p> <p><b>4. <u>Preservation of other Security and Rights and Further Assurance</u></b></p> <p>4.1 The Owner will at the Owner's own cost at the Bank's request execute any deed or document and take any action required by the Bank to perfect this security or further to secure the Owner's Obligations on the Property the Charged Assets and the Goodwill.</p> <p style="text-align: center;"><b><u>Definitions</u></b></p> <p>"Expenses" means all expenses (on a full indemnity basis) incurred by the Bank or any receiver at any time in connection with the Property or the Charged Assets the Goodwill or the Owner's Obligations or in taking or perfecting the Legal Charge or in preserving defending or enforcing the security created by the Legal Charge or in exercising any power under the Legal Charge or otherwise with interest from the date they are incurred.</p> <p>"Goodwill" means the present and future goodwill of any business carried on at the Property by or on behalf of the Owner.</p> <p>"Interest" means interest at the rate(s) charged to the Owner by the Bank 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 such days as the Bank may select.</p> <p>"Property" means (1) the absolute freehold land and buildings at Leyburn Business Park, Harmby Road, Leyburn, North Yorkshire under title number NYK281811; (2) the absolute freehold at 5 South Road, Wooler, Northumberland under title number ND65956; (3) the absolute freehold land and buildings at Thirsk Industrial Estate, York Road, Thirsk under title</p> <p style="text-align: center;"><i>Continued on continuation page 2</i></p>

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### 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*

numbers NYK277118 and NYK290946 and the possessory freehold in respect of title number NYK293075, (4) the absolute freehold land and buildings lying to the east of Station Road, Stokesley under title numbers NYK276994, NYK164735 and NYK276992; (5) the absolute freehold land and buildings at Cock Lane, Piercebridge under title numbers DU244235, DU57891 and DU134155, (6) the absolute freehold at Albion Mill, Albion Street, Driffield, YO25 6QA under title number YEA42560; (7) the absolute freehold at Scarah Mill, Ripley, Harrogate, HG3 3EB under title number NYK310406; (8) the absolute freehold at Grandstand Garage, Fairmoor, Morpeth, NE61 3JN under title number ND54556; (9) the absolute freehold at Albion Works, Albion Street, Driffield, YO25 6PZ under title number HS76234; (10) the absolute leasehold at The Bungalow and Petrol Station, Bowburn under title number DU240208; (11) the absolute leasehold at Plot 9, Ash Close, Lionheart Enterprise Park, Alnwick, NE66 2ET under title number ND161037; and (12) the absolute leasehold at Parkwell Garage, Corbridge Road, Hexham under title number ND141902.



## **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. 3**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE FOR ALL MONIES  
DUE OR TO BECOME DUE FROM THE COMPANY TO NATIONAL  
WESTMINSTER BANK PLC 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

*Dr*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES