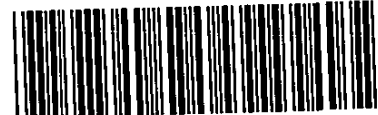


**MG06****Particulars of a charge subject to which property has  
been acquired****IRIS**  
LASERFORM**A fee is payable with this form.**We will not accept this form unless you send the correct fee  
Please see 'How to pay' on the last page☒ **What this form is for**  
You may use this form to register  
particulars of a charge subject to  
which property has been acquired.☐ **What this form is NOT for**  
You cannot use this form if you  
submitting particulars of a cha  
subject to which property has  
acquired for a company regist  
in Scotland To do this, please  
form MG06s

TUESDAY



\*ACWZUXBJ\*

A09

06/09/2011

36

COMPANIES HOUSE

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

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 the instrument (if any) creating or evidencing the charge**Date of the instrument (if any) **06/09/2011****3 Description of the instrument (if any) creating or evidencing the charge**Description **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****02/09/2011****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 detailsAmount secured **Capitalised terms used 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 Form  
MG06.****1. Owner's Obligations****All the Owner's liabilities to the Bank (present, future, actual or  
contingent and whether incurred alone or jointly with another) and  
include:****1.1 interest at the rate charged by the Bank, calculated both before and***Continued on continuation page 1*

**MG06**

Particulars of a charge subject to which property has been acquired

**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

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	

**Continuation page**

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

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

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

Short particulars

Capitalised terms used 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 Form MG06.

**2. Charge**

The Owner, as a continuing security for its Obligations and with full title guarantee, gives to the Bank.

2.1 a fixed charge over the following property of the Owner, owned now or in the future:

- 2.1.1 all Land vested in or charged to the Owner, 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 Owner's business;
- 2.1.4 any uncalled capital;

Continued on continuation page 2

**Continuation page**

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

## MG06

Particulars of a charge subject to which property has been acquired

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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### 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

## MG06

Particulars of a charge subject to which property has been acquired



### 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)

## MG06 - continuation page

Particulars of a charge subject to which property has been acquired

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### Amount secured

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

Amount secured

*Continuation page 1*

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 the Bank;

1.2 any expenses the Bank or a receiver incurs (on a full indemnity basis and with interest from the date of payment) in connection with.

1.2.1 the Charged Property;

1.2 2 taking, perfecting, protecting, enforcing or exercising any power under the Debenture;

(together the "Owners Obligations").

## MG06 - continuation page

Particulars of a charge subject to which property has been acquired

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 2</i></p> <p>2.1.5 all stock, shares and other securities held by the Owner at any time in any Subsidiary and all income and rights relating to those stocks, shares and securities;</p> <p>2.1.6 all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights; and</p> <p>2.1.7 the benefit of any hedging arrangements, futures transactions or treasury instruments;</p> <p>2.2 a floating charge over all the other property, assets and rights of the Owner owned now or in the future which are subject to an effective fixed charge under the Debenture or under any other security held by the Bank;</p> <p>(together the "Charged Property")</p> <p><b>3 <u>Conversion of floating charge to fixed charge</u></b></p> <p>3.1 The Bank may by notice convert the floating charge on any of the Property into a fixed charge. Following this notice, the Owner will not dispose of the affected Property without the Bank's consent.</p> <p><b>4 <u>Restrictions</u></b></p> <p>4.1 The Owner will not, without the Bank's consent, permit or create any mortgage, standard security, charge or lien on the Property.</p> <p><b>5. <u>Preservation of other Security and Rights and Further Assurance</u></b></p> <p>5.1 On request, the Owner will execute any deed or document, or take any other action required by the Bank, to perfect or enhance the Bank's security under the Debenture.</p> <p style="text-align: center;"><b><u>Definitions</u></b></p> <p>"Land" means any interest in heritable, freehold or leasehold land.</p> <p>"Subsidiary" means an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner. "Control" means the ability to appoint or remove any members of the management committee or exercise the majority of voting rights, alone or with the agreement of others.</p>



## **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. 6**

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 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

*CP*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES