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MG01

Particulars of a mortgage or charge



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 register  
particulars of a charge for a Scottish  
company. To do this, please use  
form MG01s.

WEDNESDAY



\*AGFCZKWW\*

A27

16/06/2010

475

COMPANIES HOUSE

<b>1</b>	<b>Company details</b>	<div>5 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> for official use</div>
Company number	00651060	<div>→ Filling in this form Please complete in typescript or in bold black capitals.  All fields are mandatory unless specified or indicated by *</div>
Company name in full	A A BROUGHTON AND SON LIMITED (the "Mortgagor")	
<b>2</b>	<b>Date of creation of charge</b>	
Date of creation	08 06 2010	
<b>3</b>	<b>Description</b>	
	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'	
Description	Mortgage Deed (the "Mortgage")	
<b>4</b>	<b>Amount secured</b>	
	Please give us details of the amount secured by the mortgage or charge.	
Amount secured	<p>1 All money and liabilities whether actual or contingent (including further advances made thereafter by AMC and secured directly or indirectly by the Mortgage) which then were or at any time thereafter might be due, owing or incurred from or by <b>A A BROUGHTON AND SON LIMITED</b></p> <p>(and such other persons as the Mortgagor agrees in writing with AMC shall be a Borrower for the purposes of the Mortgage) (together the "Borrower") or the Mortgagor to AMC anywhere or for which the Borrower or the Mortgagor may be or become liable to AMC in any manner whatsoever without limitation (and whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other persons and have subsequently become due, owing or incurred</p>	<div>Continuation page Please use a continuation page if you need to enter more details</div>

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MG01

## Particulars of a mortgage or charge

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	The Agricultural Mortgage Corporation PLC									
Address	Charlton Place, Charlton Road, Andover, Hampshire									
Postcode	S	P	1	0		1	R	E		
Name										
Address										
Postcode										

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

- (a) By way of legal mortgage with full title guarantee, the property of the Mortgagor specified in the Schedule below (and, where such property is leasehold, any present or future rights or interest or term conferred upon the Mortgagor in relation thereto by virtue of any Enfranchising Legislation (as defined in the Mortgage) including any rights arising against any nominee purchaser pursuant thereto) together with all buildings and fixtures (including trade fixtures), fixed plant and machinery from time to time thereon (the "Mortgaged Property") and such expression shall include all or any part thereof,
- (b) By way of assignment with full title guarantee, all amounts which then were or at any time thereafter might be owing to the Mortgagor by way of rent, rent charge, licence fee, service charge, dilapidations or otherwise by any tenant, licensee or occupier (in any such case whether present or future) of the Mortgaged Property, and by way of rent deposit or purchase deposit relating to the Mortgaged Property together with, in each case, the proceeds thereof and all rights to recover the same, subject to re-assignment upon payment of all the Secured Obligations (as defined in the Mortgage)
- (c) By way of assignment with full title guarantee, the goodwill of the business (if any) which then was or at any time thereafter might be carried on by the Mortgagor at the Mortgaged Property and the full benefit of all present and future licenses (if any) (including any permit, licence, authorisation, consent or other approval required by or given pursuant to any Environmental Law (as defined in the Mortgage)) held in connection with any business at any time carried on by the Mortgagor at the Mortgaged Property and also the full right to recover and receive all compensation which may at any time become payable to the Mortgagor by virtue of the Licensing Act 1964 or any other statutory enactment subject to re-assignment upon payment of all the Secured Obligations as defined in the Mortgage

MG01 - continuation page  
Particulars of a mortgage or charge

6	<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>(d) By way of assignment with full title guarantee, the benefit of all guarantees or covenants by any surety or sureties of any of the lessee's obligations under any existing lease or underlease of the Mortgaged Property and by way of an agreement to assign the benefit of all such guarantees or covenants under any such lease or underlease thereafter granted if and when required by AMC or as directed by AMC</p> <p>(e) By way of fixed charge with full title guarantee, where the Mortgagor (by virtue of an estate or interest in the Mortgaged Property) is entitled to a share or shares in any company connected with the Mortgaged Property, such share or shares and all rights, benefits and advantages at any time arising in respect of the same (the "Shares") as a continuing security for the payment to AMC of the Secured Obligations (as defined in the Mortgage)</p> <p>(f) By way of assignment with full title guarantee, the Intellectual Property Rights (as defined in the Mortgage) that arose in connection with the business (if any) then or at any time thereafter carried on by the Mortgagor at the Mortgaged Property, subject to re-assignment on payment of all the Secured Obligations (as defined in the Mortgage)</p> <p>The Mortgagor may not without the prior consent in writing of AMC</p> <p>(a) sell, assign, licence, sub-licence or otherwise dispose of or deal in any other way with the Mortgaged Assets (as defined in the Mortgage),</p> <p>(b) (i) create or permit to subsist or arise any mortgage, debenture, hypothecation, charge, assignment by way of security, pledge or lien or any other encumbrance or security whatsoever over all or any part of the Mortgaged Assets or over all or any part of the furniture, stock, goods, moveable plant, machinery, implements, utensils and equipment from time to time placed on or used in or about (but not forming part of) the Mortgaged Property,</p> <p>(ii) enter into any contractual or other agreement or arrangement which has or may have an economic effect similar or analogous to any such encumbrance or security as would be prohibited by (b) (i) above</p> <p style="text-align: center;">SCHEDULE</p> <p>The <del>Freehold</del>/Leasehold property known or as being <u>FARM SITUATED AT NORTH PETHERTON IN THE COUNTY OF SOMERSET</u></p> <p>Including the entirety of the property comprised in the document(s) particulars of which are set out below</p> <table border="1"> <thead> <tr> <th>Date</th> <th>Description (Conveyance, Lease, Assignment, Assent etc)</th> <th>Parties</th> </tr> </thead> <tbody> <tr> <td>29/09/00</td> <td>FARM BUSINESS TENANCY</td> <td>THE TRUSTEES OF THE GA BROUGHTON DISCRETIONARY WILL TRUST 1997 (1) A A BROUGHTON AND SON LTD (2)</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>Title No(s)</th> <th>Administrative Area</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> </tr> </tbody> </table>		Date	Description (Conveyance, Lease, Assignment, Assent etc)	Parties	29/09/00	FARM BUSINESS TENANCY	THE TRUSTEES OF THE GA BROUGHTON DISCRETIONARY WILL TRUST 1997 (1) A A BROUGHTON AND SON LTD (2)	Title No(s)	Administrative Area		
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MG01

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7

**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 866).

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 870). 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).

9

**Signature**

Please sign the form here

Signature

Signature





X  X

This form must be signed by a person with an interest in the registration of the charge

MG01

## Particulars of a mortgage or charge

	<b>Presenter information</b>
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	KEVIN PIKE
Company name	AMC
Address	
CHARLTON PLACE	
CHARLTON ROAD	
Post town	ANDOVER
County/Region	HAMPSHIRE
Postcode	SP10 1RE
Country	ENGLAND
DX	55850 (ANDOVER 2)
Telephone	01264 386253
<input checked="" type="checkbox"/>	<b>Certificate</b>
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.	
<input checked="" type="checkbox"/>	<b>Checklist</b>
We may return forms completed incorrectly or with information missing	
Please make sure you have remembered the following	
<input type="checkbox"/> The company name and number match the information held on the public Register <input type="checkbox"/> You have included the original deed with this form <input type="checkbox"/> You have entered the date the charge was created <input type="checkbox"/> You have supplied the description of the instrument. <input type="checkbox"/> You have given details of the amount secured by the mortgagee or chargee <input type="checkbox"/> You have given details of the mortgagee(s) or person(s) entitled to the charge <input type="checkbox"/> You have entered the short particulars of all the property mortgaged or charged <input type="checkbox"/> You have signed the form <input type="checkbox"/> You have enclosed the correct fee	

	<b>Important information</b>
Please note that all information on this form will appear on the public record.	
	<b>How to pay</b>
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'	
	<b>Where to send</b>
You may return this form to any Companies House address, however for expediency we advise you to return it to the appropriate address below.	
<b>For companies registered in England and Wales</b> The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ, DX 33050 Cardiff	
<b>For companies registered in Scotland</b> 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)	
<b>For companies registered in Northern Ireland</b> The Registrar of Companies, Companies House, First Floor, Waterfront Plaza, 8 Laganbank Road, Belfast, Northern Ireland, BT1 3BS DX 481 NR Belfast 1	
	<b>Further information</b>
For further information, please see the guidance notes on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a> or email <a href="mailto:enquiries@companieshouse.gov.uk">enquiries@companieshouse.gov.uk</a>	
This form is available in an alternative format. Please visit the forms page on the website at <a href="http://www.companieshouse.gov.uk">www.companieshouse.gov.uk</a>	



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

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

**COMPANY NO. 651060  
CHARGE NO. 5**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DATED 8 JUNE 2010  
AND CREATED BY A.A.BROUGHTON & SON LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE AGRICULTURAL MORTGAGE  
CORPORATION PLC 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 16 JUNE 2010

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 21 JUNE 2010**



*Companies House*  
— for the record —



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**