

MG01

Particulars of a mortgage or charge



020536/52

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 re-
particulars of a charge for a S
company To do this, please
form MG01s

TUESDAY



1	Company details	15
Company number	0 3 1 3 6 0 3 8	→ Filling in this form Please complete in typescript or in bold black capitals All fields are mandatory unless specified or indicated by *
Company name in full	Farnham Holdings Limited	

2	Date of creation of charge
Date of creation /	d2 d6 m0 m4 y2 y0 y1 y0

3	Description
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge' A debenture between Farnham Holdings Limited (the "Chargor") and The Governor And Company Of The Bank Of Ireland (the "Bank") dated 26 April 2010 (the "Debenture")

4	Amount secured	Continuation page Please use a continuation page if you need to enter more details
Amount secured	Please give us details of the amount secured by the mortgage or charge The Chargor hereby covenants with the Bank that it will on demand by the Bank pay to the Bank: (a) all sums of monies, obligations and liabilities whatsoever, actual or contingent, present or future which are now or at any time hereafter shall have been advanced to or shall have become due, owing or incurred by the Chargor to the Bank whether in respect of principal, interest, fees, charges, costs or any other payment obligations of whatsoever nature, (b) all other indebtedness and/or liabilities whatsoever of the Chargor to the Bank present, future, actual and/or contingent and whether incurred as principal or surety;	

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
<p>Amount secured</p> <p>T + 10</p>	<p>(c) all costs, charges, expenses and other sums expended, paid, incurred or debited to any account (including any advances to be made and including all legal and other professional fees) in relation to the realisation, enforcement, protection or perfection of rights under the Debenture and the security constituted hereby or the recovery of any of the indebtedness or other liabilities of the Chargor by the Bank, or by any Receiver or by any delegate or sub-delegate appointed by the Bank pursuant to the Debenture including (but without prejudice to the generality of the foregoing) remuneration payable to any Receiver, delegate or sub-delegate as aforesaid provided that, in relation to such costs, charges, losses, expenses, remuneration and other sums as are mentioned herein, interest shall accrue and be payable as from the date on which the same are paid by the Bank, or by any such Receiver, delegate or sub-delegate as therein mentioned or become due to such Receiver, delegate or sub-delegate under the terms of his appointment without the necessity for any demand being made for payment thereof, and</p> <p>(d) interest and charges due upon or relating to all such advances, indebtedness, liabilities, costs, expenses and other monies until demand or other due date at such respective rates as have been or may from time to time be agreed between the Chargor and the Bank and in any event from and after demand or such other due date until full discharge (as well after as before judgment) at the rate per annum of five per cent above the Bank's base rate from time to time and such interest shall be calculated and compounded daily in the event of it not being punctually paid but without prejudice to the right of the Bank to require payment of such interest</p>	

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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 Governor And Company Of The Bank Of Ireland

Address 36 Queen Street

London

Postcode E C 4 R 1 H J

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

1. MORTGAGES, PLEDGE, FIXED CHARGES AND FLOATING CHARGE

(a) The Chargor, as beneficial owner, hereby charges as continuing security for the payment of the Secured Liabilities in favour of the Bank:

(1) by way of legal mortgage

(A) all estates or interests in the freehold, leasehold and other immovable, and

(B) the Legally Mortgaged Property,

Please see continuation

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11) by way of fixed charge the Equitably Charged Property;
111) by way of fixed charge all plant, machinery, vehicles, computers and office and other equipment owned by the Chargor both present and future;
(iv) by way of fixed charge the benefit of all contracts, licences and warranties;
(v) by way of fixed charge over the Collateral Accounts and all monies at any time standing to the credit of the Collateral Accounts, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing;
(vi) by way of fixed charge all accounts of the Chargor with any bank, financial institution or other persons at any time not charged by any other clause, and all monies at any time standing to the credit of such accounts, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing;
(vii) by way of fixed charge the Debts and all monies which the Chargor receives in respect thereof;
(viii) by way of fixed charge all stocks, shares, debentures, bonds, notes, loan capital of:
(A) any Subsidiary; and
(B) any other body corporate,
and all rights to subscribe for, redeem or convert other securities into or otherwise acquire any of the same which may now or hereafter belong to the Chargor, together with all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to any of the foregoing;
(ix) by way of fixed charge the goodwill of the Chargor and its uncalled capital now or at any time hereafter in existence,
(x) by way of fixed charge all copyrights, patents, patent applications, licences, trade marks, trade names, know-how and inventions or other rights of every kind deriving therefrom now or at any time hereafter belonging to the Chargor and all fees, royalties and other rights of every kind deriving from such copyrights, patents, trade marks, trade names, know-how and inventions,
(xi) by way of floating charge Floating Charge Property.

(b) The Chargor hereby pledges as continuing security for the payment of the Secured Liabilities in favour of the Bank, the Pledged Goods.

(c) The security constituted by or pursuant to the Debenture shall be in addition to and shall be independent of every bill, note, guarantee, mortgage, pledge or other security which the Bank may at any time hold in respect of any of the Secured Liabilities and it is hereby declared that no prior security held by the Bank over the Charged Property or any part thereof shall merge in the security created hereby or pursuant hereto.

(d) The Debenture constitutes notice to the Bank of the security constituted by the Debenture in any Collateral Account held with it.

(e) Paragraph 14 of schedule B1 to the Insolvency Act 1986 (incorporated by schedule 16 of the Enterprise Act 2002) shall apply to any floating charge created pursuant to the Debenture.

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Short particulars

2. NEGATIVE PLEDGE

The Chargor hereby covenants that without the prior written consent of the Bank it shall not nor shall it agree or purport to

(a) create or permit to subsist any Encumbrance whether in any such case ranking in priority to or pari passu with or after the mortgages the fixed and floating charges or the pledge hereby created or any other security created by the Debenture save to the extent permitted by the Bank in writing, or

(b) sell, discount, factor, transfer, lease, lend or otherwise dispose of, whether by means of one or a number of transactions related or not and whether at one time or over a period of time, the whole or, save in the ordinary course of business, any part of its undertaking or assets save as permitted by the Bank in writing.

3. CONVERSION OF FLOATING CHARGE

If, at any time, the Bank believes that any assets of the Chargor are in danger of being seized or sold under any form of distress, execution or other similar process it may, by notice in writing to the Chargor, convert the floating charge created by the Debenture into a fixed charge in relation to the assets specified in such notice (which assets need not be exclusively those assets which are in danger of seizure or sale) and the Bank shall further be entitled (but not bound) to take possession of or appoint a Receiver of such assets.

4. CONTINUING SECURITY

4.1 Continuing Security

The Debenture Security is continuing and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in whole or in part

4.2 Additional and separate security

This Debenture is in addition to, without prejudice to, and shall not merge with, any other right, remedy, guarantee or security which the Bank may at any time hold for any Secured Liabilities.

4.3 Right to enforce

This Debenture may be enforced against the Chargor without the Bank first having recourse to any other right, remedy, guarantee or security held by or available to it.

5. AUTOMATIC CRYSTALLISATION

Notwithstanding anything to the contrary herein contained and save as otherwise permitted by the Bank in writing, if the Chargor charges,

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pledges or otherwise encumbers (whether by way of fixed or floating security) any of the property, assets and income comprising the Floating Charge Property or attempts so to do without the prior consent in writing of the Bank or if any creditor or other person levies any distress, execution, sequestration or other process against any of the said property, assets and income the floating charge hereby created shall automatically without notice operate as a fixed charge forthwith upon the occurrence of such event

6. POWER OF ATTORNEY

- (a) The Chargor hereby irrevocably appoints the following, namely:
- (i) the Bank;
 - (ii) each and every person to whom the Bank shall from time to time have delegated the exercise of the power of attorney conferred by this clause, and
 - (iii) any Receiver appointed hereunder and for the time being holding office as such;

jointly and also severally to be its attorney or attorneys and in its name and otherwise on its behalf to do all acts and things and to sign, seal, execute, deliver, perfect and do all deeds, instruments, documents, acts and things which may be required for carrying out any obligation imposed on the Chargor by or pursuant to the Debenture, for carrying any sale, lease or other dealing by the Bank or such Receiver into effect, for conveying or transferring any legal estate or other interest in land or other property or otherwise howsoever, for getting in the Charged Property, and generally for enabling the Bank and the Receiver to exercise the respective powers conferred on them by or pursuant to the Debenture or by law The Bank shall have full power to delegate the power conferred on it by this clause, but no such delegation shall preclude the subsequent exercise of such power by the Bank itself or preclude the Bank from making a subsequent delegation thereof to some other person, any such delegation may be revoked by the Bank at any time

(b) The power of attorney hereby granted is as regards the Bank, its delegates and any such Receiver (and as the Chargor hereby acknowledges) granted irrevocably and for value as part of the security constituted by the Debenture to secure proprietary interests in and the performance of obligations owed to the respective donees within the meaning of the Powers of Attorney Act 1971

7. CONSOLIDATION OF ACCOUNTS AND SET-OFF

In addition to any general lien or similar rights to which it may be entitled by operation of law, the Bank shall have the right at any time and without notice to the Chargor to combine or consolidate all or any of the Chargor's then existing accounts with and liabilities to the Bank and to set off or transfer any sum or sums standing to the credit of any one or more of such accounts in or towards satisfaction of any of the liabilities of the Chargor to the Bank on any other account or in any other respect The liabilities referred to in this clause may be actual,

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contingent (including, but without limitation, unmatured term deposits), primary, collateral, several or joint liabilities, and the accounts, sums and liabilities referred to in this clause may be denominated in any currency

Definitions

"Charged Property" means the undertaking, property, assets, rights and income of the Chargor mortgaged, charged (whether by way of legal mortgage, fixed or floating charge) or pledged to the Bank by or pursuant to the Debenture and each and every part thereof

"Collateral Account" means the accounts listed in the Debenture at Schedule 1 together with such additional Collateral Accounts as are opened in accordance with clause 5 (Maintenance of Accounts) of the Deed of Priority,

"Debenture Security" means the security created or evidenced by or pursuant to the Debenture,

"Debts" means all book and other debts now or at any time hereafter due or owing to the Chargor, together with the full benefit of all guarantees and securities therefor and indemnities in respect thereof;

"Deed of Priority" means the Deed of Priority dated on or about the date of this Debenture and made between (1) Clydesdale Bank Plc (as a Lender), (2) Mizrahi Tefahot Bank Limited (as a Lender), (3) The Governor and Company of the Bank of Ireland (as a Lender), (4) Bank Leumi (UK) PLC (as a Lender), (5) Landauer Limited (as an Obligor), (6) Farnham Holdings Limited (as an Obligor), (7) Abaca International Limited (as an Obligor), (8) Sea Products International Limited (as an Obligor), (9) Hanson & Orth Fibers Inc (as an Obligor) and (10) Clydesdale Bank Plc (as US Security Trustee);

"Encumbrance" means any mortgage, charge, lien, pledge, caution, hypothecation, set-off or other such encumbrance over any property, undertaking or assets of the Chargor other than as arise in the ordinary course of trading or by operation of law;

"Equitably Charged Property" means all estates or interests in any freehold, leasehold and other immovable property now or at any time during the continuance of this security belonging to the Chargor (other than the Legally Mortgaged Property) and the proceeds of sale thereof and all buildings and trade and other fixtures from time to time on any such property belonging to or charged to the Chargor;

"Floating Charge Property" means the whole of the Chargor's undertaking and all its property, assets and rights, whatsoever and wheresoever, present and future, other than any property or assets from time to time or for the time being effectively mortgaged or charged to the Bank by way of fixed charge by any clause or effectively pledged to the Bank by any other clause,

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"Legally Mortgaged Property" means all estates or interests in the freehold, leasehold and other immovable property (if any) at the date of this Deed vested in, or charged to, the Chargor not already charged;

"Pledged Goods" means:

- (a) all goods which are now or shall hereafter be delivered by the Chargor or on its behalf into the possession (whether actual or constructive) of the Bank or its agent; and
- (b) all bills of lading, warrants, delivery orders, warehouse-keepers' certificates, holding certificates, mate's receipts, forwarders' certificates of receipt, policies of insurance or receipts and all documents of title and the goods to which the same relate which are now or may in the future be deposited or lodged with, or otherwise in the possession of, or transferred to, or warehoused or stored in the name of, the Bank or its agents or nominees, or otherwise held by or to its or their order, or under its or their control, whether for safe custody, security, or for any specific purpose or generally;

"Receiver" means an administrative receiver or a receiver appointed pursuant to the provisions of this Debenture or pursuant to any applicable law and such expression shall include, without limitation, a receiver and manager;

"Secured Liabilities" means the actual, contingent, present and/or future obligations and liabilities of the Chargor to the Bank), and

"Subsidiary" means a subsidiary within the meaning of section 1159 of the Companies Act 2006

SCHEDULE 1

Collateral Accounts

None

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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

None

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 DLA Piper UK LLP 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 Lia Bariotakis

Company name DLA Piper UK LLP

Address 3 Noble Street

Post town London

County/Region

Postcode E C 2 V 7 E E

Country

DX DX 33866 Finsbury Square

Telephone 08700 111 111

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 the original deed with this form
- ☐ You have entered the date the charge was created
- ☐ You have supplied the description of the instrument
- ☐ You have given details of the amount secured by the mortgagee or chargee
- ☐ You have given details of the mortgagee(s) or 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,
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 3136038
CHARGE NO. 15

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 26 APRIL 2010
AND CREATED BY FARNHAM HOLDINGS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO THE GOVERNOR & COMPANY OF THE BANK OF
IRELAND OR ANY RECEIVER OR ANY DELEGATE OR SUB-
DELEGATE 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
4 MAY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 MAY 2010



Companies House
— for the record —

DX
SA



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES