

MR01

Particulars of a charge



Companies House

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☒ **What this form is NOT for**
You may not use this form to
register a charge created or evidenced by
an instrument. Use form MR02 for further information.

For further information, please go to www.companieshouse.gov.uk

This form must be delivered to the Registrar for registration 21 days beginning with the day after the date of creation of the charge. If the form is delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record.



A37
A2DICTVN
27/07/2013
COMPANIES HOUSE
#225

SATURDAY

1 Company details

Company number 06407287

Company name in full AGRIVER (UK) LIMITED

For official use

→ **Filing in this form**
Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Charge creation date

Charge creation date 25/07/2013

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees entitled to the charge

Name Bank Leumi (UK) plc
20 Stratford Place London W1C 1BG

Name

Name

Name

If there are more than four names, please supply any four of these names then tick the statement below

☐ I confirm that there are more than four persons, security agents or trustees entitled to the charge

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Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security

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

Description

5

Fixed charge or fixed security

Does the instrument include a fixed charge or fixed security over any tangible or intangible (or in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☐ **Yes** Continue

☒ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

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Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

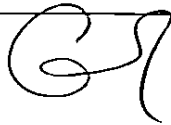
Signature

Please sign the form here

Signature

Signature

X



X

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

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Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name
NICK HAJBA

Company name
BANK LEUMI (UK) PLC

Address
20 STRATFORD PLACE

Post town
LONDON

County/Region

Postcode
W 1 C 1 B G

Country

DX

Telephone
0207 907 8131



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 instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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



FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 6407287

Charge code. 0640 7287 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th July 2013 and created by AGRIVER (UK) LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 27th July 2013.

P

Given at Companies House, Cardiff on 31st July 2013



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES

DATED

25TH JULY

2013

CERTIFIED AS A TRUE COPY
OF THE ORIGINAL WITH
CERTAIN INFORMATION
REDACTED

GA

AGRIVER (UK) LIMITED

FOR AND ON BEHALF OF
BANK LEUMI (UK) plc
20 STRATFORD PLACE
LONDON
W1C 1BG

- and -

BANK LEUMI (UK) PLC

ASSIGNMENT OF POLICY/IES
OF ASSURANCE



together we go further

THIS DEED made on the **25** day of **JULY** two thousand **AND THIRTEEN** .

B E T W E E N

(1) **THE ASSIGNOR** whose name and address appears below

(2) **BANK LEUMI (UK) PLC** whose registered office is at 20 Stratford Place, London, W1C
1BG

WITNESSES as follows

1. In this Deed the following words and expressions shall bear the following meanings

Word or Expression

Meaning

"the Assignor"

AGRIVER (UK) LIMITED Company number
06407287 whose registered office is situate at **310E East
Wing, Sterling House, Langston Road, Loughton,
Essex IG10 3TS**

"the Bank"

Bank Leumi (UK) plc

"the Interest Rate"

A rate of **2 5** per cent above the Base Rate of the Bank as
stipulated from time to time by notices displayed in the
offices of the Bank or otherwise as being the basis upon
which interest rates on advances are calculated or such
other interest rate as may be stipulated by the Bank at any
time by notice in writing to the Assignor

"the Policy/ies"

Policy Number 013361294-5

Date 27 MARCH 2009

Sum Assured £600,000-

Name of Insured MR PINHAS HALEVY

Assurance Company/ies LEGAL & GENERAL ASSURANCE
SOCIETY

- 2 The Assignor **HEREBY COVENANTS** with the Bank that the Assignor will pay to the Bank on demand all moneys and/or discharge all liabilities now or hereafter due from or incurred by the Assignor to the Bank on any account whatever whether for the balance then owing from the Assignor on its account or accounts current with the Bank or for cheques notes or bills drawn accepted or endorsed by it or for advances made to it or for its accommodation or benefit and whether actually or contingently alone or jointly with another or others and whether as principal or surety for any other person or persons firm or company and in whatever name style or firm or otherwise howsoever including (but without prejudice to the generality of the foregoing) all costs charges and expenses (on a full indemnity basis) which the Bank may from time to time pay or incur in stamping perfecting preserving or enforcing this security and in the negotiation for and preparation and execution of these presents or in obtaining payment or discharge for such moneys or liabilities or any part thereof or in paying any premiums or in realising the Policy/ies or any part thereof and whether arising directly or indirectly in respect of this security or of any other security held by the Bank for the same indebtedness and including interest with quarterly rests discount commission and other usual banking charges such interest being computed both before and after any such demand on a daily basis at the Interest Rate varying from time to time and notwithstanding that any account intended to be hereby secured may for any cause cease to be carried on as an ordinary banking account and so that interest shall be payable at the Interest Rate as well after as before any judgment obtained hereunder and that after such

demand interest shall be payable at the Interest Rate on the whole sum due for principal and interest or otherwise at the date of such demand and so long as any principal moneys remain due under these presents will pay interest thereon at the Interest Rate by quarterly payments in arrears on the fifteenth day of March the fifteenth day of June the fifteenth day of September and the fifteenth day of December in every year or on such other days as the Bank shall from time to time nominate

- 3 The Assignor with full title guarantee **HEREBY ASSIGNS** unto the Bank the Policy/ies and also all moneys secured by or to become payable under the Policy/ies or any substituted Policy/ies **TO HOLD** the same unto the Bank by way of continuing security subject only to redemption upon the payment to the Bank of all moneys and/or the discharge of all liabilities hereby secured with full power for the Bank to receive and give an effectual discharge to the Assurance Company/ies for all or any such moneys and also at its discretion and in such manner by public sale or otherwise and at such time and at such price or prices as the Bank may think proper to sell and assign or surrender the Policy/ies or any of them and to receive and give effectual discharges for the purchase money for the same and no purchase or assurance company shall be bound to enquire as to the regularity of any such sale or surrender nor shall it be necessary to give the Assignor any notice thereof and any such sale by the Bank may be effected by the surrender of the Policy/ies (or any of them) to the office granting the same or by the exchange thereof for a substituted policy or policies (paid up or otherwise) and in such last event any such substituted policy/ies shall be subject in all respects to this security as though the same had been originally assigned hereby
- 4 The Assignor **HEREBY FURTHER COVENANTS** with the Bank to pay all sums from time to time payable for keeping on foot the Policy/ies or any substituted policy/ies when the same shall fall due and to deliver the receipts for the same to the Bank and not to do or suffer anything whereby the Policy/ies or any of them may become voidable or void and if any such policy is or shall become voidable or void the Assignor will immediately at its own cost do all things necessary for restoring or renewing the same and will deliver any substituted policy/ies to the Bank and every such substituted policy/ies shall be subject in all respects to this security and in case of default on the part of the Assignor in the performance of any of its covenants in relation to the Policy/ies or any substituted policy/ies the Bank may at the cost of the Assignor do what is necessary to make good such default and all moneys expended by the Bank under this provision shall be deemed to be properly paid by it

5 The Assignor **HEREBY DECLARES** as follows

5 1 that this security shall be a continuing one notwithstanding any settlement of account or any collateral or other securities being taken for any money owing to the Bank and that the Bank shall be at liberty at any time as it may think fit to sue for and compel payment of all cheques bills or notes either from the Assignor or any other party liable on the same and nothing herein contained shall prejudice any earlier lien or claim which the Bank may have on the Policy/ies and nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill note guarantee mortgage or other security which the Bank may for the time being have for any moneys or liabilities due or incurred by the Assignor to the Bank or any right or remedy of the Bank thereunder and this security is in addition to any other securities held by or on behalf of the Bank,

5 2 Section 103 of the Law of Property Act 1925 shall not apply to this security and the statutory power of sale shall as between the Bank and a purchaser be exercisable at any time after the execution of this Deed,

5 3 the restriction on the right of consolidating mortgage securities contained in Section 93 of the same Act shall not apply to this security

6 All moneys from time to time received by the Bank and held for the account of the Assignor may in default of payment by the Assignor as and when required of any moneys hereby secured be applied by the Bank in such manner and in reduction of such liabilities of the Assignor to the Bank as the Bank in its discretion shall think fit and no payment received for the account of the Assignor after the Bank shall have received or be affected by notice (actual or constructive) of any subsequent mortgage or charge on the Policy/ies and subsequently drawn out by the Assignor shall be appropriated towards or have the effect of payment of any part of any moneys hereby secured at the time when the Bank received or was affected by such notice in the absence of a direction in writing to appropriate being given to the Bank by the person making payment

7 In case the Assignor shall have more than one account with the Bank it shall be lawful for

- the Bank at any time without prior notice forthwith to transfer all or any part of any balance standing to the credit of such account to any other such account which may be in debit but the Bank shall notify the Assignor of the transfer having been made
8. Any notice or demand by the Bank hereunder may be served by hand by posting the same by letter to any officer of the Assignor or to the Assignor at its address herein stated or the address last known to the Bank and any notice or demand if served by post shall be deemed served at the time when the letter containing the same is put into a Post Office or post box situated within the United Kingdom Any such notice or demand or any certificate as to the amount at any time secured hereby shall be conclusive and binding upon the Assignor if signed by an official or manager of the Bank
- 9 This Assignment shall be governed by and construed in accordance with English law and it is irrevocably agreed for the exclusive benefit of the Bank that the Courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Assignment and that accordingly any suit action or proceeding arising out of or in connection with this Assignment (in this clause referred to as "proceedings") may be brought in such courts Nothing in this clause shall limit the right of the Bank to take Proceedings against the Assignor in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction whether concurrently or not
- 10 The expressions "the Assignor" and "the Bank" where the context admits include their respective successors in title or assigns and if there are two or more companies as assignors party to this Deed all covenants herein contained or implied on the part of the Assignor shall be deemed to be joint and several covenants on the part of the companies

IN WITNESS whereof the Assignor has executed this Deed the day and year first before written

EXECUTED as at  **GRIVER (UK) LIMITED**

Acting by two Directors, its Director and its Secretary

SIGN HERE

Director



Director/secretary .

REASSIGNMENT

BANK LEUMI (UK) PLC hereby reassigns the within mentioned policy to the [within named Assignor] [

] who is discharged from all claims under the within written Deed

Dated this day of
Two thousand and

EXECUTED AS A DEED BY BANK LEUMI (UK) PLC
whose Common Seal was hereunto affixed in the
presence of:

Director

Secretary

