

MR01

Particulars of a charge



Companies House

026118/13

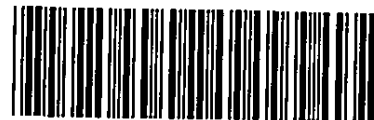
A fee is payable with this form
Please see 'How to pay' on the
last page

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 where there is no
instrument Use form MR08

TUESDAY



A23 15/04/2014 #215
COMPANIES HOUSE

This form must be delivered to the Registrar for registration within
21 days beginning with the day after the date of creation of the charge. If
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

1 Company details

Company number 08864163
Company name in full BOWBROOK INTERNATIONAL FOODS LIMITED,
1 ORCHARD DRIVE, WYE, ASHFORD, KENT TN25 5AU

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 25/03/2014

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 ☒ BRITISH ARAB COMMERCIAL BANK PLC, LONDON

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

ASSIGNMENT OF LETTER OF CREDIT PROCEEDS DATED 25 MARCH 2014 RELATING TO ALL INTEREST AND CHARGES UP TO USD 367,500 00 ISSUED BY BOWBROOK INTERNATIONAL FOODS LIMITED TO BRITISH ARAB COMMERCIAL BANK PLC , LONDON, UNDER L/C NO 010CD146446942 ISSUED BY ALGERIA GULF BANK, ALGIERS, ALGERIA

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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Particulars of a charge



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 **MARK DAVIS**

Company name **BRITISH ARAB COMMERCIAL BANK**

PLC **,**

Address **8-10 MANSION HOUSE PLACE**

Post town **LONDON**

County/Region

Postcode **E C 4 N 8 B J**

Country

DX

Telephone **020 7648 7777**



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: 8864163

Charge code: 0886 4163 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 25th March 2014 and created by BOWBROOK INTERNATIONAL FOODS LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th April 2014

P

Given at Companies House, Cardiff on 23rd April 2014



Companies House



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

DATED 25 MARCH 2014

TO

BRITISH ARAB COMMERCIAL BANK PLC

ASSIGNMENT OF LETTER OF
CREDIT PROCEEDS

WE, BACB LONDON, HEREBY
CERTIFY THAT THIS IS A TRUE
COPY OF THE ORIGINAL DOCUMENT



THIS ASSIGNMENT made the 25th day of March 2014 BETWEEN (1) BOWBROOK INTERNATIONAL FOOD LTD (the "Beneficiary") and (2) BRITISH ARAB COMMERCIAL BANK PLC (the "Bank") WITNESSES as follows

INTRODUCTION

- A The Bank has confirmed a Letter of Credit (the "Original Letter of Credit") numbered 010CD146446942 and dated 16/03/2014 opened by Algeria Gulf Bank in favour of the Beneficiary
- B The Beneficiary has requested the Bank to open a Letter of Credit (the "Back to Back Letter of Credit") in favour of Silver Fern Farms Ltd, on its behalf on the same terms as the Original Letter of Credit
- C The Beneficiary has agreed to assign to the Bank all amounts due to it under the Original Letter of Credit as security for the Bank's liabilities under the Back to Back Letter of Credit
- D The Beneficiary has also agreed to deposit with the Bank the documents (the "Original Documents") required to be presented under the terms of the Original Letter of Credit

ASSIGNMENT

- 1 This Assignment shall be security for the payment and discharge of the monies and liabilities hereinafter defined.
- 2 The words "monies and liabilities" used herein mean all monies and liabilities which now are or shall at any time hereafter be due owing or incurred to the Bank in respect of the financial accommodation provided by the Bank to the Beneficiary in order to open the Back to Back Letter of Credit on its behalf whether actually or contingently and whether presently or in the future and whether solely or jointly with any other person and whether as principal or surety or in any way whatsoever including (as well after as before any demand made or judgment obtained) interest discount commission and other lawful charges and expenses computed and compounded from time to time in accordance with the terms agreed between the Beneficiary and the Bank relating thereto (if any) and in the absence of any such agreed terms computed and compounded from time to time according to the then current practice of the Bank (but so that interest shall be computed at the rate of 2 per centum per annum over the Bank's base rate from time to time ruling)
- 3 The Beneficiary with full title guarantee assigns to the Bank ALL the sum or sums of money (the "Debt") now or at any time hereafter to become due owing and payable to the Beneficiary in any way whatsoever under and by virtue of the Original Letter of Credit Together with all interest due or to become due thereunder and the benefit of all the provisions thereof and all securities (if any) therefore TO HOLD the same unto the Bank subject to the proviso for redemption hereinafter contained

- 4 The Beneficiary will deposit with the Bank and allow the Bank to keep the Original Documents until the monies and liabilities are discharged.
- 5 If the Beneficiary shall pay and discharge to the Bank the monies and liabilities the Bank will at the cost and request of the Beneficiaries reassign the Debt to the Beneficiary or as he shall direct or otherwise discharge this security
- 6 During the continuance of this security the Beneficiary will to the best of his ability comply strictly with all the obligations imposed upon him by the Original Letter of Credit and will do no act or commit no default as a result of which the entitlement of the Beneficiary to the Debt may be avoided reduced abated or delayed
- 7 The Beneficiary hereby irrevocably appoints the Bank the agent and attorney of the Beneficiary for the collection of the Debt and to that end the Bank may in the name of the Beneficiary and on the Beneficiary's behalf
- (a) collect and get in the Debt and for that purpose to make such demands and take such proceedings as may seem expedient,
 - (b) sell or assign the benefit of the Original Letter of Credit;
 - (c) make any compromise or arrangement in respect of the Debt or the Original Letter of Credit that may seem expedient,
 - (d) execute any documents or deeds that may be required or desirable for the purposes hereof including but not limited to the amendment and/or completion of the Original Documents, and
 - (e) do all such other acts and things as the Bank may consider to be incidental or conducive to any of the matters or powers as aforesaid including but not limited to the presentation of the Original Documents
- PROVIDED always that it shall not be incumbent on the Bank to take any steps or institute any proceedings in the recovery of the Debt nor shall the Bank be liable for any loss arising from his not having taken such steps or instituted such proceedings
8. The restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this Assignment.
- 9 The Bank may at its sole discretion set off the monies and liabilities against its liabilities to the Mortgagor under the Original Letter of Credit
- 10 This Assignment
- (a) Shall be in addition to and shall be independent of every other security which the Bank may at any time hold for any of the monies and liabilities, and it is hereby declared that no prior security held by the Bank over the whole or any part of the Debts shall merge in the security created by this Assignment,
 - (b) shall remain in full force and effect as a continuing security unless and until the Bank reassigns the Debt

- 11 The Bank may in its discretion grant time or other indulgence or make any other arrangement variation or release with any person or persons not party hereto (whether or not such person or persons are jointly liable with the Beneficiary) in respect of any of the monies and liabilities or of any other security therefore without prejudice either to this Assignment or to the liability of the Beneficiary for those monies and liabilities
- 12 Any demand or notice under this Assignment may be made or given by any manager or officer of the Bank or of any branch thereof by letter addressed to the Beneficiary and delivered to any officer of the Beneficiary at any place or sent by first class post to or left at the registered office of the Beneficiary or any place of business or activity of the Beneficiary last known to the Bank and if sent by post shall be deemed to have been made or given at noon on the day following the day the letter was posted and shall be effective notwithstanding that it be undelivered or be returned undelivered
13. All the costs charges and expenses of the Bank including the costs charges and expenses incurred in the carrying of this Assignment into effect or in the exercise of any of the rights and remedies and powers conferred hereby shall be paid by the Beneficiary
- 14 The rights and remedies of the Bank herein provided are in addition to and not in substitution for any rights or remedies provided by law
- 15 This Assignment shall be governed by and construed in accordance with English law and the Beneficiary submits to the non-exclusive jurisdiction the Courts of England and Wales

IN WITNESS whereof this document which is intended to take effect as a deed has been duly executed the day and year first before written

Date 25 MARCH 2014

S.G.C.

Signed as a Deed by)
[insert name of individual])

STEPHEN GEOFFREY CLAPHAM

in the presence of)

MICHAEL JOHN LUCAS

Signature of witness

[Signature]

Name of witness

[Signature]

COURT COTTAGE

Address of witness


CHERRY GARDEN LANE WYE TN25 SAR

RETIRED.

Occupation of witness

The COMMON SEAL of)
the Beneficiary)
was hereunto affixed)
in the presence of -)



 Director

Secretary/Director

Executed as a deed by) BOWBROOK INTERNATIONAL FOODS LTD.
LIMITED)

 Director

Secretary/Director