

MG01

Particulars of a mortgage or charge

047406/39



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 mortgage or charge
in Scotland or the Republic of Ireland

For more information, please
visit the website at
www.gov.uk



A1JCMG0P

A14 11/10/2012 #220
COMPANIES HOUSE

For official use

1 Company details

Company number 3 4 6 2 1 8 3

Company name in full Mill Nurseries Limited ("Company")

→ **Filing in this form**
Please complete in typescript or in
bold black capitals
All fields are mandatory unless
specified or indicated by *

2 Date of creation of charge

Date of creation d⁰ d⁴ m¹ m⁰ y² y⁰ y¹ y²

3 Description

Please give a description of the instrument (if any) creating or evidencing the
charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'

Description Debenture dated 4 October 2012 made between (1) the Company, Keyingham
Power Limited and Salthaugh Grange Farm Limited and (2) Barclays Bank PLC
("Lender") ("Debenture")

4 Amount secured

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

Amount secured

(£) £

(a) all present and future obligations and
liabilities (whether as principal or surety,
whether actual or contingent and whether owed
jointly or severally or alone or in any other
capacity whatsoever) of the Company to the
Lender (including all monies covenanted to be
paid under the Debenture) and includes any
liability (secured or unsecured) of the Company
to a third party which subsequently becomes
payable to the Lender by assignment or
otherwise, and

(b) all interest, commission, fees, charges, costs
and expenses which the Lender may charge to the
Company in the course of its business or incur
in respect of the Company or its affairs

("Secured Obligations")

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

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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	Barclays Bank PLC						
Address	UK Banking Service Centre						
	P O Box 299, Birmingham						
Postcode	B	1		3	P	F	
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

Fixed charges

The Company charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by the Company, or in which it from time to time has an interest:

(a) by way of first legal mortgage

(1) the Real Property (if any) specified in schedule 3 of the Debenture (*Details of Security Assets*), and

(11) all other Real Property (if any) at the date of the Debenture vested in, or charged to, the Company (not charged by clause 5.1(a)(1) of the Debenture),

(b) by way of first fixed charge

(1) all other Real Property and all interests in Real Property (not charged by clause 5.1(a)) of the Debenture,

(11) all licences to enter upon or use land and the benefit of all other agreements relating to land; and

(111) the proceeds of sale of all Real Property;

(c) by way of first fixed charge all plant and machinery (not charged by clauses 5.1(a) or 5.1(b) of the Debenture) and the benefit of all contracts, licences and warranties relating to the same,

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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 870).

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 866). 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 DUA Piper UK LLP X
(acting as solicitor for the lender)

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

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Particulars of a mortgage or charge

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 **Alistair Latham**

Company name **Stamp Jackson & Proctor**

Address **5 Parliament Street**

Post town **Hull**

County/Region **North Humberside**

Postcode

	H	U	1		2	A	Z
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Country

DX

Telephone

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,
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

6 Short particulars of all the property mortgaged or charged

Please give the short particulars of the property mortgaged or charged

Short particulars

- (d) by way of first fixed charge
- (1) the Holding; and
 - (11) the benefit of all contracts relating to the Holding, and
 - (111) the proceeds of sale of the Holding;
- (e) by way of first fixed charge:
- (1) all computers, vehicles, office equipment and other equipment (not charged by clause 5.1(c) of the Debenture); and
 - (11) the benefit of all contracts, licences and warranties relating to the same,
- other than any which are for the time being part of the Company's stock-in-trade or work-in-progress);
- (f) by way of first fixed charge
- (1) the Charged Securities referred to in part 2 of schedule 3 of the Debenture (*Details of Security Assets*), and
 - (11) all other Charged Securities (not charged by clause 5.1(f)(1) of the Debenture),
- in each case, together with (A) all related rights from time to time accruing to those Charged Securities and (B) all rights which the Company may have at any time against any clearance or settlement system or any custodian in respect of any Charged Investments;
- (g) by way of first fixed charge.
- (1) the Security Accounts and all monies at any time standing to the credit of the Security Accounts, and
 - (11) all accounts of the Company with any bank, financial institution or other person at any time not charged by clause 5.1(g)(1) of the Debenture and all monies at any time standing to the credit of such accounts,
- in each case, together with all interest from time to time accrued or accruing on such monies and all rights to repayment of any of the foregoing,
- (h) by way of first fixed charge.
- (1) the Intellectual Property (if any) specified in schedule 3 of the Debenture (*Details of Security Assets*), and
 - (11) all other Intellectual Property (if any) (not charged by clause 5.1(h)(1) of the Debenture);
- (1) to the extent that any Assigned Asset is not effectively assigned under clause 5.2 of the Debenture (*Security assignments*), by way of

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Short particulars

first fixed charge such Assigned Asset;

(j) by way of first fixed charge (to the extent not otherwise charged or assigned in the Debenture):

(1) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Company or the use of any of its assets, and

(11) any letter of credit issued in favour of the Company and all bills of exchange and other negotiable instruments held by it; and

(k) by way of first fixed charge all of the goodwill and uncalled capital of the Company

SECURITY ASSIGNMENTS

The Company assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all of its present and future right, title and interest in and to

(a) the Relevant Contracts, all rights and remedies in connection with the Relevant Contracts and all proceeds and claims arising from them,

(b) all other Insurances not assigned by clause 5.2(b) of the Debenture and all claims under the Insurances and all proceeds of the Insurances; and

(c) all other Receivables (not assigned under clauses 5 2(a) or 5 2(b) of the Debenture).

To the extent that any Assigned Asset described in clause 5 2 (b) of the Debenture is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Company to any proceeds of such Insurances

FLOATING CHARGE

The Company charges and agrees to charge by way of first floating charge all of its present and future

(a) assets and undertaking (wherever located) not otherwise effectively charged by way of fixed mortgage or charge or assigned pursuant to clause 5 1 (*Fixed charges*), clause 5 2 (*Security assignments*) or any other provision of the Debenture; and

(b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland

Note 1

The Company shall not do or agree to do any of the following without the

6 Short particulars of all the property mortgaged or charged

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Short particulars

prior written consent of the Lender

- (a) create or permit to subsist any Security or quasi-Security on any Security Asset other than as created by the Debenture, or
- (b) sell, transfer, lease, lend or otherwise dispose of (whether by a single transaction or a number of transactions and whether related or not and whether voluntarily or involuntarily) the whole or any part of its interest in any Security Asset (except as permitted by the Facility Agreement)

Note 2

The Debenture contains a power of attorney

Note 3

The Debenture contains the power for the lender to appoint a Receiver

Definitions

"**Accession Letter**" means a document substantially in the form set out in Schedule 8 of the Facilities Agreement (*Form of Accession Letter*),

"**Assigned Assets**" means the Security Assets expressed to be assigned pursuant to clause 5.2 of the Debenture (*Security assignments*),

"**Charged Investments**" means the Charged Securities and all present and future Related Rights accruing to all or any of the Charged Securities,

"**Charged Securities**" means:

- (a) the securities specified in schedule 3 of the Debenture (*Details of Security Assets*),
- (b) all other stocks, shares, debentures, bonds, warrants, coupons, negotiable instruments, certificates of deposit or other securities or "*investments*" (as defined in part II of schedule II to the Financial Services and Markets Act 2000 as in force at the date of the Debenture) now or in future owned (legally or beneficially) by the Company, held by a nominee, trustee, fiduciary or clearance system on its behalf or in which the Company has an interest at any time,

"**Direct Agreement**" means a direct agreement made or to be made between (1) Net Transactions Limited (2) Net-Gold Services Limited (3) the Company and (4) the Lender and a direct agreement made or to be made between (1) Net Transactions Limited, (2) Net-Gold Services Limited (3) Via Mat Limited and (4) the Lender,

"**Facilities Agreement**" means, as the context requires:

- (a) the facilities agreement dated 31 August 2012 and made between (1) the Company, (2) the companies listed in schedule 1 to it as original guarantors and (3) the Lender, pursuant to which the Lender

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agreed to make a £6,000,000 facility available to the Company,

- (b) the facilities agreement dated 31 August 2012 and made between (1) the Company, (2) the companies listed in schedule 1 to it as original guarantors and (3) the Lender, pursuant to which the Lender agreed to make a £1,000,000 facility available to the Company, and
- (c) any other facility agreement pursuant to which the Lender makes financial facilities available to the Company,

"Guarantee and Debenture" means the guarantee and debenture to be entered into on or about the date of the Facility Agreement by, amongst others, the Company in favour of the Lender in the agreed form,

"Holding" means 850,000 ounces of silver or thereabouts owned by Mill Nurseries Limited as listed in schedule 4 to the Debenture and held at the Warehouse or such other silver as may be substituted or replaced from time to time,

"Insurances" means all policies of insurance (and all cover notes) which are at any time held by, or written in favour of, the Company or in which the Company from time to time has an interest including, without limitation the policies of insurance (if any) specified in schedule 3 of the Debenture (*Details of Security Assets*),

"Intellectual Property" means all legal and/or equitable interests (including, without limitation, the benefit of all licences in any part of the world) of the Company in, or relating to

- (a) any patents, trade marks, service marks, designs, business names, copyrights, database rights, design rights, domain names, moral rights, inventions, confidential information, know-how and other intellectual property rights and interests (which may now or in the future subsist), whether registered or unregistered, and
- (b) the benefit of all applications and rights to use such assets of the Company (which may now or in the future subsist),

(including, without limitation, the intellectual property rights (if any) specified in schedule 3 of the Debenture (*Details of Security Assets*),

"Legal Mortgage" means the legal mortgage of the Third Party Property entered into or to be entered into by Jennifer De Lang at any relevant time in favour of the Lender in the agreed form,

"Real Property" means all estates and interests in freehold, leasehold and other immovable property (wherever situated) now or in future belonging to the Company, or in which the Company has an interest at any time (including the registered and unregistered land (if any) in England and Wales specified in schedule 3 of the Debenture (*Details of Security Assets*)), together with.

- (a) all buildings and fixtures (including trade fixtures) and fixed plant and machinery at any time thereon,

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Short particulars

- (b) all easements, rights and agreements in respect thereof, and
- (c) the benefit of all covenants given in respect thereof;

"**Receivables**" means all present and future book debts and other debts, rentals, royalties, fees, VAT and monetary claims and all other amounts at any time recoverable or receivable by, or due or owing to, the Company (whether actual or contingent and whether arising under contract or in any other manner whatsoever) together with:

- (a) the benefit of all rights, guarantees, Security and remedies relating to any of the foregoing (including, without limitation, negotiable instruments, indemnities, reservations of property rights, rights of tracing and unpaid vendor's liens and similar associated rights), and
- (b) all proceeds of any of the foregoing,

"**Receiver**" means a receiver, or receiver and manager or administrative receiver of the whole or any part of the Security Assets appointed by the Lender under the Debenture,

"**Relevant Contract**" means each agreement specified in schedule 3 of the Debenture (*Details of Security Assets*) or specified in any Accession Deed as a "Relevant Contract" together with each other agreement supplementing or amending or novating or replacing the same;

"**Security**" means the Security Interests created under the Security Documents,

"**Security Account**" has the meaning given to that term in clause 12 8(a) (111) of the Debenture;

"**Security Assets**" means all property and assets from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) by or pursuant to the Debenture,

"**Security Document**" means:

- (a) the Legal Mortgage,
- (b) the Guarantee and Debenture;
- (c) the Direct Agreement,
- (d) each Accession Deed;
- (e) any other document evidencing or creating security over any asset of the Company to secure any obligation of the Company to the Lender under the Finance Documents, or
- (f) any other document designated as such by the Lender and the Company;

"**Third Party Property**" means all that property known as Grooton Nurseries, Ottringham Road, Keyingham registered at the Land Registry under title

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number YEA7454,

"Warehouse" means the secure warehouse owned and operated by Via Mat International Limited at Unit 701, Global Gateway, 168 Yeung UK Road, Hong Kong, and the secure warehouse owned and operated by Via Mat International Limited at Shepperton Business Park, Unit 13, Middlesex TW17 8UQ, as the context requires;

"VAT" means value added tax as provided for in the Value Added Tax Act 1994 or any other Tax of a similar nature whether of the UK or elsewhere,



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

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

COMPANY NO. 3462183
CHARGE NO. 5

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 4 OCTOBER
2012 AND CREATED BY MILL NURSERIES LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO BARCLAYS BANK 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 11 OCTOBER 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 16 OCTOBER
2012

