

# M

CHWP000

COMPANIES FORM NO. 395

## Particulars of a mortgage or charge

A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge.

# 395

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

\*Insert full name  
of Company

Pursuant to section 395 of the Companies Act 1985

To the Registrar of Companies  
(Address overleaf - Note 6)

For official use

14

Company number

01994113

Name of company

BONNERS LIMITED

Date of creation of the charge

26TH day of AUGUST 2009

Description of the instrument (if any) creating or evidencing the charge (note 2)

Mortgage Debenture (the "Debenture") between the Company and Svenska Handelsbanken AB (publ) (the "Bank")

Amount secured by the mortgage or charge

All the Company's obligations and liabilities now or hereafter due, owing or incurred by it to the Bank when the same become due for payment or discharge whether by acceleration or otherwise, and whether such moneys, obligations or liabilities are expressed or implied; present, future or contingent; joint or several; incurred as principal or surety; originally owing to the Bank or purchased or otherwise acquired by it; denominated in sterling or in any other currency; or incurred on any banking account or in any other manner whatsoever

Names and addresses of the mortgagees or persons entitled to the charge

Svenska Handelsbanken AB (publ),

3<sup>rd</sup> Floor 1/2 Queen Square, Brighton

Postcode

BN1 3FD

Presentor's name and address and  
reference (if any):

Mayo Wynne Baxter LLP, 20  
Gildredge Road, Eastbourne, East  
Sussex, BN21 4RP

Time critical reference

For official Use(02/06)  
Mortgage Section

Post room

FRIDAY



PC3

\*P6CGWCSN\*

28/08/2009

141

COMPANIES HOUSE

Short particulars of all the property mortgaged or charged

By way of Fixed Charge:-

Please do not  
write in  
this margin

Please complete  
legibly, preferably  
in black type, or  
bold block lettering

- (a) all estates or interests in any freehold or leasehold property in England and Wales now or hereafter belonging to the Company;
- (b) all other interests belonging to it in or over land or the proceeds of sale of land and all licences now or in the future held by it to enter on or use land;
- (c) the benefit of all other agreements relating to the Property to which it is or may become a party or otherwise entitled;
- (d) all plant and machinery owned by the Company and its interest in any plant and machinery in its possession;
- (e) all Shares held by it and/or any nominee on its behalf and all Related Rights;
- (f) all benefits in respect of the Insurances including all claims and the refund of any premiums;
- (g) its rights under the appointment of any managing agent of any of the Properties;
- (h) the Deposits;
  - (i) all of its book debts;
  - (ii) all of its other debts, and prepayments, the proceeds of the same and all monies due and owing to it; and
  - (iii) the full benefit of all Security Interests, Collateral Instruments and other rights relating to any of the foregoing;
- (i) all its goodwill and uncalled capital from time to time; and
- (j) the benefit of all Authorisations held in connection with its business or the use of any Charged Assets and the right to recover and receive all compensation which may be payable to it in respect of such Authorisations or the Charged Assets.

By way of floating charge all its undertaking, property, rights and assets whatsoever and wheresoever both present and future, other than any property, rights or assets from time to time effectively charged by way of fixed charge

Note 1 The Debenture contains covenants by the Company that the Company will not without the Bank's consent:-

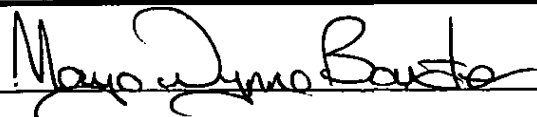
- (a) permit or create any mortgage, standard security, charge or lien on the property;
- (b) dispose of the property of the Company, owned now or in the future, charged by way of fixed charge;
- (c) dispose of the property, other than in the ordinary course of business, charged by way of floating charge.
- (d) deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Company will not realise its book and other debts by means of invoice discounting or factoring arrangements;
- (f) grant, or accept a surrender of, any lease or licence of any of the Charged Assets or consent to a tenant assigning or sub letting;
- (g) dispose of, part with or share possession or occupation of any of the Charged Assets.

Note 2 The Debenture gives the Bank power to appoint an Administrator

Particulars as to commission allowance or discount (note 3)

For

Signed



Date

27-08-09

On behalf of [company][mortgagee/chargee]†

A fee of £13 is  
payable to  
Companies House  
in respect of each  
register entry for a  
mortgage or  
charge.  
(See Note 5)

Notes

†delete as  
appropriate



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

**Pursuant to section 401(2) of the Companies Act 1985**

COMPANY NO. 1994113  
CHARGE NO. 14

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A MORTGAGE DEBENTURE DATED  
26 AUGUST 2009 AND CREATED BY BONNERS LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO SVENSKA HANDELSBANKEN AB (PUBL) ON  
ANY ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT  
TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE  
28 AUGUST 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 28 AUGUST 2009



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES