

# M

CHFP025

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legibly, preferably  
in black type, or  
bold block lettering

\*insert full name  
of Company

## COMPANIES FORM No. 395

### Particulars of a mortgage or charge

031038/13

# 395

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

Pursuant to section 395 of the Companies Act 1985

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

For official use

Company number

6111

3386793

Name of company

\* Banner Limited

Date of creation of the charge

8 December 2008

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

Legal Charge

Amount secured by the mortgage or charge

6 All Secured Sums (including, without limitation, all Expenses, together with all interest, fees, commissions and bank charges due, owing or payable to The Governor and Company of the Bank of Ireland trading as Enterprise Finance Europe ("Enterprise") by the Company, such interest being computed and compounded in each such case as Enterprise in its sole and absolute discretion shall determine) ("Secured Liabilities").

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

The Governor and Company of the Bank of Ireland trading as Enterprise Finance Europe, 4th Floor, South Central, 11 Peter Street, Manchester

Postcode M2 5QR

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

Brabners Chaffe Street LLP  
55 King Street  
Manchester  
M2 4LQ

Ref: AJH/SOH/MM/E065-7-7

Time critical reference

For official Use (06/2005)  
Mortgage Section

Post room

WEDNESDAY



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\*A2LH45J6\*

10/12/2008

COMPANIES HOUSE

62

Short particulars of all the property mortgaged or charged

1. The Company charged to Enterprise with Full Title Guarantee as continuing security for the payment and discharge of the Secured Liabilities:
- 1.1 by way of first legal mortgage the Property;
- 1.2 by way of assignment, the benefit to the Company of all other rights and claims to which the Company is now or may in the future become entitled in relation to the Property including but not limited to all rights and claims of the Company against all persons who now are or have been or may become lessees, sub-lessees, licensees or occupiers of the Property and all guarantors and sureties for the obligations of such persons;
- 1.3 by way of assignment:
- (a) the benefit of all guarantees, warranties and representations given or made by and any rights or remedies against all or any professional advisers now or at any time engaged by the Company in relation to the Property and the manufacturers, suppliers or installers of all plant, machinery, fixtures, fittings and other items now or from time to time in the buildings erected or to be erected on the Property and any other person firm or company now or from time to time under the contract with or under a duty to the Company and the benefit of all sums recovered in any proceedings against all or any of such persons;

(continued)

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

Particulars as to commission allowance or discount (note 3)

NIL

Signed BRABNERS CHAFFE STREET LLP Date 09/12/2008

On behalf of XXXXXXXXXXXXXXXXXX (chargee) †

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

† delete as appropriate

Notes

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage", or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
- (a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
- (b) procuring or agreeing to procure subscriptions, whether absolute or conditional,
- for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.
- 5 A fee of £13 is payable to Companies House in respect of each register entry for a mortgage or charge. Cheques and Postal Orders must be made payable to **Companies House**.
- 6 The address of the Registrar of Companies is: Companies House, Crown Way, Cardiff CF14 3UZ

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**Particulars of a mortgage or charge  
(continued)**

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Continuation sheet No 1  
to Form No 395 and 410 (Scot)

*Please complete  
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Company Number

3386793

Name of Company

Banner Limited

Limited\*

\* delete if  
inappropriate

Description of the instrument creating or evidencing the mortgage or charge (continued) (note 2)

Amount due or owing on the mortgage or charge (continued)

Please do not  
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***Please complete  
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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete  
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- (b) the benefit of all Agreements for Lease, all the proceeds of any claim, award or judgment arising out of any Agreement for Lease and all sums paid or payable to the Company under or in respect of any Agreement for Lease;
- (c) all right, title and interest of the Company in and to all payments made under any and all present and future insurance policies in respect of the Property;

provided that nothing in this sub-clause shall constitute Enterprise as a mortgagee in possession;

- 1.4 by way of assignment, all its rights under any agreement or arrangement entered into now or in the future by the Company with any person for the purpose of or in connection with the fixing, capping or hedging of the rate of interest payable by the Company in respect of any borrowing or indebtedness and any right or option to enter into any such agreement or arrangement.

2.1 The Company covenanted under the Charge that it shall not without the prior written consent of Enterprise:

- (a) create or permit to subsist or arise any Security Interest or any right or option on the Property or any part thereof. Subject as aforesaid, any mortgage of or charge on the Property created by the Company (otherwise than in favour of Enterprise) shall be expressed to be subject to this Charge;
- (b) sell, convey, assign or transfer the Property or any interest therein or otherwise part with or dispose of any Property or assign or otherwise dispose of any moneys payable to the Company in relation to the Property or agree to do any of the foregoing;
- (c) exercise any of the powers of leasing or agreeing to lease vested in or conferred on mortgagors by common law or by statute or accept the surrender of any lease, underlease or tenancy or agree to do any of the foregoing;
- (d) part with or share possession or occupation of the Property or any part of it or grant any tenancy or licence to occupy the Property or agree to do any of the foregoing.
- (e) demolish, pull down, remove or permit or suffer to be demolished, pulled down or removed any building, installation or structure for the time being upon the Property or except in connection with the renewal or replacement thereof any fixtures or erect or make or suffer to be erected or made on the Property any building, installation, structure or material alteration or a change of use thereof within the meaning of the Planning Acts or otherwise commit any waste upon or destroy or injure in any manner or by any means lessen or suffer to be lessened the value of the Property.
- (f) enter into or agree to enter into any agreement under section 106 of the Town and Country Planning Act 1990 or section 33 of the Local Government (Miscellaneous Provisions) Act 1982 or section 38 of the Highways Act 1980 or any similar Act.
- (g) create or permit to arise or subsist any overriding interest under the Land Registration Acts 1925 to 2002 in relation to the Property nor permit any person to become entitled to any proprietary right or interest which might affect the value of the Property or other property charged under the Charge.

2.2. The Company covenanted under the charge:-

- (a) to comply with the terms and conditions of any policy of insurance on the Property or otherwise contemplated by this Clause and not to do or omit to do anything whereby any such insurance may become void or voidable wholly or in part.
- (b) not to do or cause or permit to be done anything which may depreciate, jeopardise or otherwise prejudice the value to Enterprise of the Charged Property or incur any expenditure or liability of an exceptional or unusual nature.

**Definitions**

The below are applicable throughout this Form 395:

*Please complete  
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<b>"Agreement for Lease"</b>	means all present and future agreements, contracts, options or undertakings for or in relation to the creation of any estate, interest or right in or over the Property (including, without limitation, in relation to any lease, licence, tenancy or right to occupy whether on a fixed term or periodic basis).
<b>"Charge"</b>	means this legal charge and includes any instrument supplemental to or which is expressed to be collateral or entered into pursuant to or in accordance with the terms of this legal charge.
<b>"Commercial Finance Agreement"</b>	means the commercial finance agreement made between Enterprise and the Company and dated on or around the date of the Charge, as the same may be amended, varied, novated or replaced from time to time, incorporating the terms and conditions signed by Enterprise and the Company.
<b>"Expenses"</b>	(a) all reasonable costs (including legal costs), charges, expenses and damages (and any VAT thereon) (in each case on a full indemnity basis) sustained or incurred from time to time by Enterprise in connection with the preparation, negotiation and execution of the Charge and any document referred to therein; and (b) all costs (including legal costs), charges, expenses and damages (and any VAT thereon) (in each case on a full indemnity basis) sustained or incurred from time to time by Enterprise in connection with the enforcement, defence or protection of this security, the appointment of any receiver, delegate or sub-delegate under the Charge or the pursuit of any rights contained therein or under or in connection with the Property or any document referred to in the Charge.
<b>"Full Title Guarantee"</b>	has the meaning ascribed by the Law of Property (Miscellaneous Provisions) Act 1994.
<b>"Planning Acts"</b>	means the Town and Country Planning Act 1990, the Planning (Listed Buildings and Conservation Areas) Act 1990, the Planning (Hazardous Substance) Act 1990, the Planning (Consequential Provisions) Act 1990 and the Planning and Compensation Act 1991 and all regulations and orders made or confirmed under any of them.
<b>"Property"</b>	means all the <u>freehold property known as Castlereagh, Tempest Road, Seaham, County Durham, SR7 7AJ</u> and registered at the Land Registry under title number <u>DJ125343</u> and any part or parts of it and including all rights attached or appurtenant to it and all buildings, fixtures, fittings, plant and machinery from time to time situate on it and belonging to the Company.
<b>"Receiver"</b>	means an administrator, receiver and/or manager (and, if permitted by law, an administrative receiver) and any substitute for any such person and whether appointed under the Charge or pursuant to any statute or otherwise.
<b>"Security Interest"</b>	means any mortgage, charge, pledge, lien, Security Interest, trust arrangement, right of set-off, contractual arrangement or assignment having the effect of security, conditional sale or retention of title agreement or other security interest howsoever created or arising.
<b>"Secured Sums"</b>	means all monies, obligations and other liabilities (actual or contingent, present or future) from time to time due, owing or incurred by the Company to Enterprise under or in connection with the Commercial Finance Agreement, the Charge or otherwise howsoever and whether as principal or surety and on any account whatsoever.

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Names, addresses and descriptions of the mortgagees or persons entitled to the charge (continued)

*Please complete  
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## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 3386793  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL CHARGE DATED 8  
DECEMBER 2008 AND CREATED BY BANNER LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE  
COMPANY TO THE GOVERNOR AND COMPANY OF THE BANK  
OF IRELAND TRADING AS ENTERPRISE FINANCE EUROPE  
WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE  
COMPANIES ACT 1985 ON THE 10 DECEMBER 2008

GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 DECEMBER  
2008



Companies House  
— for the record —

*P. mee*



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES