

# M

CHFP004

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.

005862/13

# 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

Company number

02509857

Name of company

Fieldbonds Limited ("the Company")

Date of creation of the charge

3 September 2009

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

### LEGAL MORTGAGE

Amount secured by the mortgage or charge

(i) all present and future indebtedness of the Mortgagor to the Bank on any current, advance, loan or other account whatsoever;

(ii) all liabilities whatsoever of the Mortgagor to the Bank present or future in respect of notes or bills discounted or paid or bills or drafts accepted or endorsed or guarantees, indemnities, bonds, letter of credit, documentary credits or similar instruments issued for or at the request of the Mortgagor or other loans, credits or advances made to or for the accommodation or at the request of the Mortgagor;

(iii) all other liabilities and obligations whatsoever of the Mortgagor to the Bank present or future, actual or contingent, howsoever arising and whether or not initially incurred to the Bank (including, without limitation, liabilities and obligations as surety or guarantor); and

(iv) all obligations in respect of legal and other costs, charges, fees and expenses (including, without limitation, value added tax) now or in the future owed to or incurred directly or indirectly by the Bank in relation to this security or any other security held by the Bank in connection with advances or other banking facilities or accommodation offered or made to the Mortgagor or in relation to the enforcement or attempted enforcement of any such security or in relation to any judicial, arbitration or other proceedings (by whomsoever and wheresoever commenced) in connection with any such security or its enforcement or attempted enforcement, or arising out of, or in relation to, any action undertaken by or on behalf of the Bank, or by a receiver appointed by the Bank, in respect of or in any way relating to this Legal Mortgage or the Secured Property (as defined below) or arising out of or in any way relating to or in respect of any such indebtednesses, liabilities or obligations on a full and unqualified indemnity basis

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

Svenska Handelsbanken AB (publ) of City Gate East, Tollhouse Hill, Nottingham,  
("the Bank")

Postcode

NG1 5FS

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

Freeth Cartwright LLP  
Cumberland Court  
80 Mount Street  
Nottingham  
NG1 6HH  
(Ref: )

Time critical reference

KJHB/1434/5 3450/  
78/50

For official Use  
Mortgage Section

Post room

THURSDAY



\*P4Q1YD5H\*

PC4

10/09/2009

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COMPANIES HOUSE

- (i) By way of legal mortgage the property referred to in the Schedule to the Mortgage (being the property or properties short particulars of which are set out at the end of this item (i)) and each and every part thereof and all buildings, erections and structures (whether in the course of construction or otherwise) and fixtures and fittings and fixed plant and machinery at the date of the Mortgage or thereafter thereon and all improvements and additions thereto (herein referred to as the "Mortgaged Property" which expression shall where the context admits or requires include either the whole or any part thereof) and with the benefit of all existing and future leases, underleases, tenancies, agreements for lease, rights, covenants, undertakings, warranties (including, without limitation, collateral warranties), guarantees, indemnities and conditions from time to time affecting the same (subject to the provisions of the Mortgage) but otherwise free from encumbrances. Short particulars of the property/properties referred to in the Schedule to the Mortgage are as follows:-

Units D-H Limberline Road, Hilsea Industrial Estate, Portsmouth registered at H M Land Registry under title number PM661

- (ii) by way of floating charge all moveable plant, machinery, implements, utensils, furniture and equipment now or from time to time placed on or used in or about the Mortgaged Property (which property shall be included in the expression "the Mortgaged Property");
- (iii) by way of fixed charge all the benefit of and the right to enforce all contracts and agreements (if any) for the sale, purchase, leasing, mortgaging, management or other dealing with the Mortgaged Property and all building contracts and agreements (if any) for professional and other services (including, without limitation, any collateral warranties) and all other contracts and agreements and bonds (if any) now or from time to time entered into for the purpose of carrying out any development of the Mortgaged Property or for the purposes related to any building contracts in relation to the Mortgaged Property (in each case including for the avoidance of doubt the Company's rights against any person giving any guarantee, indemnity or security for the performance of any obligations under any said contract or agreement);
- (iv) by way of fixed charge all rents and licence fees now or hereafter owing to the Company in respect of the Mortgaged Property (hereinafter called "Rents") but so that nothing in this paragraph and no arrangement (express or implied) in respect of the Rents or any of them shall constitute the Bank a mortgagee in possession;
- (v) by way of fixed charge all its rights, title and interest in and to, and in the proceeds of, all present and future insurances in respect of the Mortgaged Property (including, without limitation, any rights of subrogation arising therefrom) and all the benefit of, and rights under, or in respect of, all contracts, agreements, deeds, undertakings, guarantees, warranties, indemnities, other documents, compositions, accommodations and other transactions or arrangements now or hereafter entered into by or granted to, or vested in, or novated or assigned to, the Company in relation to or in respect of or in connection with any present or future insurance in respect of the Mortgaged Property (including, without prejudice to the generality of the foregoing, all the benefit, and rights in respect of, any ex-gratia payment);
- (vi) by way of fixed charge all the Company's right, title and interest in and to all or any moneys from time to time received by it or its agents or solicitors or now or hereafter owing to it (whether such moneys are received or owing by way of deposit or on account of the purchase price or as stakeholders or for its own use and benefit or otherwise) in respect of any sale, letting, mortgage, charge or other dealing with the Mortgaged Property or in respect of any compensation or other payment relating to the Mortgaged Property and its right to make demand for, or to receive, any of the same; and
- (vii) by way of floating charge the property, assets and rights described in paragraphs (i),(iii),(iv) and (v) above (if and in so far as the charges thereon created by the Mortgage shall for any reason be ineffective as fixed charges or if and in so far as the fixed charges thereon created by the Mortgage shall for any reason be released).

The floating charge contained in clause (vii) above is a "Qualifying Floating Charge" within the meaning of paragraph 14 of Schedule B1 to the Insolvency Act 1986 and paragraph 14 shall apply to the floating charge.

The Mortgaged Property and all the other property, assets and rights of the Company charged by or pursuant to any provision of the Mortgage are herein referred to as the "Secured Property" which expression shall where the context admits or requires include either the whole or any part thereof.

#### NOTES:

The Company covenants with and undertakes to the Bank in the Mortgage that it will not without the prior consent in writing of the Bank (and then only to the extent that such consent permits and in accordance with any conditions thereof) create or attempt to create any mortgage, pledge, charge or other encumbrance on or over the Secured Property or permit any lien or other encumbrance to arise or subsist on or affect the Secured Property and the Company shall not (save as aforesaid) increase or extend any liability of the Company secured on the Secured Property (other than any liability to the Bank).

- (1) The Bank may at any time and from time to time by notice in writing to the Company convert any floating charge created by the Mortgage into a fixed charge with reference to any assets specified in such notice and the Company will immediately, at its own cost, execute over such assets a fixed charge in favour of the Bank in such form as the Bank may require. In addition, each floating charge created by the Mortgage shall automatically without notice convert into a fixed charge in respect of any asset (i) which shall without the prior written consent of the Bank become subject to a fixed charge in favour of any person other than the Bank instantly upon such fixed charge coming into effect or (ii) in respect of which any person shall levy or attempt to levy any distress, execution, sequestration or other process instantly upon such event occurring, and shall automatically without notice convert into a fixed charge in respect of all the assets charged by the Mortgage instantly upon any such event occurring if and when the Company shall cease to carry on business or be a going concern or if and when any meeting of the members of the Company to consider a resolution to wind-up (or not to wind-up) the Company shall be convened or if and when any petition for the making of an administration order in relation to or to wind up the Company shall be presented or if and when some other formal step is taken with a view to placing the Company into administration (including without limitation service of a notice of intention to appoint an administrator). Insofar as any floating security constituted by the Mortgage shall have crystallised, such security as crystallised shall cease to attach as a fixed security to the assets then subject to it (or such of them as shall be specified in such notice) and shall again subsist as a floating security in relation thereto upon the Bank giving notice in writing to the Company to such effect.
- (2) The Company agrees with the Bank in the Mortgage that in the event that the Mortgaged Property shall be any interest of whatsoever description which is less than an absolute legal freehold or leasehold interest, upon such interest becoming an absolute legal freehold or leasehold interest then the security created by the Mortgage shall extend to such interest and such interest shall automatically and without the need for any further assurance be charged to the Bank by way of legal mortgage as a continuing security for the payment or discharge of all the indebtednesses, liabilities and obligations secured by the Mortgage.
- (3) The Company undertakes promptly to give to the Bank such information with regard to the Rent referred to in paragraph (iv) above as the Bank shall from time to time require and if so required by the Bank to instruct all or any tenants and licensees of the Mortgaged Property to pay the Rents direct to such account (either with the Bank in the name of the Company, or otherwise) as the Bank may from time to time specify (hereinafter called the "Rent Account"). Without prejudice to any other remedy of the Bank, in case of default by the Company in payment of interest and without prejudice to the generality of Clause 13 of the Mortgage the Bank shall be entitled without demand or notice to the Company to appropriate all or any sums from time to time standing to the credit of the Rent Account (including without limitation, any sum representing interest thereon) in full or partial satisfaction of the interest from time to time due and owing from the Company to the Bank on any account whatsoever but not so as to limit the rights of the Bank in respect of the Rent Account and the Bank may without further demand or notice to the Company appropriate the whole or any part of the sums from time to time standing to the credit of the Rent Account in or towards satisfaction of the indebtednesses, liabilities and obligations described in Clause 2 of the Mortgage (and if less than the whole then in such order as the Bank shall select). Except as permitted from time to time by the Bank in writing, the Company shall not (and shall not be entitled to) withdraw or transfer all or any part of the balance standing to the credit of the Rent Account or direct any payment from such account.
- (4) The Company undertakes that it will promptly at the written direction of the Bank from time to time accept any lease of the Mortgaged Property and exercise any option held by the Company in relation to the Mortgaged Property at such time or times and in such manner as the Bank may require and further covenants that upon the grant of any lease of the Mortgaged Property it will (unless the Bank otherwise determines) forthwith execute and

deliver to the Bank a legal mortgage for any lease and upon the Company entering into any agreement for lease of the Mortgaged Property it will (unless the Bank otherwise determines) forthwith specifically charge the same in favour of the Bank, any said legal mortgage and charge to be in such form as the Bank shall require

- (5) The Company undertakes to the Bank in the Mortgage that it will take no action in respect of such moneys, contracts, agreements and bonds as are referred to in (iii), (iv) (v) and (vi) above save with the prior consent in writing of the Bank other than to get in and realise such rents, fees, moneys and proceeds (but this shall not permit the selling, assigning, foreclosing or discounting or the like of any of the same) and shall comply with the written directions of the Bank in relation thereto and that it will immediately at the written request of the Bank from time to time but at its own cost execute an assignment of the rents, fees, moneys, contracts, agreements, bonds and proceeds charged by such paragraphs (any such assignment to be in such form as the Bank may require) and that it will at its own cost immediately give any notice of any such assignment as the Bank may from time to time require.

Particulars as to commission allowance or discount (note 3)

Nil

Signed

Date

On behalf of chargee†

A fee of £10 is payable to Companies House in respect of each register entry for a mortgage or charge. (See Note 5)

## Notes

†delete as appropriate

- 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 Cheques and postal orders are to be made payable to **Companies House**
- 6 The address of the Registrar of Companies is:-

Companies House, Crown Way, Cardiff CF4 3UZ, DX: 33050 Cardiff



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

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

**COMPANY NO. 2509857  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A LEGAL MORTGAGE DATED 3  
SEPTEMBER 2009 AND CREATED BY FIELDBONDS LIMITED  
FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM  
THE COMPANY TO SVENSKA HANDELSBANKEN AB (PUBL) ON  
ANY ACCOUNT WHATSOEVER UNDER THE TERMS OF THE  
AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING  
THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1  
PART XII OF THE COMPANIES ACT 1985 ON THE 10  
SEPTEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 11 SEPTEMBER  
2009

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*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES