



Registration of a Charge

Company name: **SWISSPER LIMITED**

Company number: **08815034**

Received for Electronic Filing: **29/06/2016**



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Details of Charge

Date of creation: **29/06/2016**

Charge code: **0881 5034 0002**

Persons entitled: **BON ACCORD LTD**

Brief description:

Contains fixed charge(s).

Contains floating charge(s) (floating charge covers all the property or undertaking of the company).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT
DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION
IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **KEVIN PERRY**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8815034

Charge code: 0881 5034 0002

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th June 2016 and created by SWISSPER LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th June 2016 .

Given at Companies House, Cardiff on 29th June 2016

The above information was communicated by electronic means and authenticated
by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



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

THIS DEBENTURE made the 29th day of June 2016

BETWEEN

- (1) **BON ACCORD LTD** of 52 Barrule Park, Ramsey, Isle of Man IM8 2BP (hereinafter called the "**DEBENTURE HOLDER**"); and
- (2) **SWISSPER LIMITED** of Fairbanks Studios (7 BF1), 75 -81 Burnaby Road, London, England SW10 0NS (hereinafter called "**BORROWER**").

WITNESSETH as follows:-

1. The BORROWER will forthwith upon any demand made pursuant to Clause 7 hereof pay to the DEBENTURE HOLDER the principal sum of **GBP250,000 (TWO HUNDRED AND FIFTY THOUSAND POUNDS)** (the "Principal Sum").
2. The BORROWER will until payment in full of the said principal sum pay to the DEBENTURE HOLDER interest thereon or on so much thereof as for the time being remains outstanding at the rate of 20% (Twenty per centum per annum calculated on a daily basis and payable quarterly in arrears...
3. As security for the payment and discharge of such Principal Sum and interest and all other monies intended to be hereby secured the BORROWER as beneficial owner hereby charges:-
 - (i) by way of mortgage all estates or interests in any freehold and leasehold property now and at any time during the continuance of this security belonging to or charged to the BORROWER (the mortgaged property) and/or the proceeds of sale thereof...
 - (ii) by way of specific charge all stocks shares and/or other securities now and at any time during the continuance of this security belonging to the BORROWER in any of its subsidiary companies...
 - (iii) by way of specific charge all book debts and other debts now and from time to time due or owing to the BORROWER...
 - (vi) by way of specific charge its goodwill and the benefit of any licences...
 - (v) by way of floating security its undertaking and all its intellectual property and rights and all other property assets and rights whatsoever and wheresoever present

and/or future except those for the time being effectively charged by way of specific charge pursuant to the foregoing paragraphs...

4. With reference to the mortgaged property the BORROWER undertakes:
 - (i) to deposit with the DEBENTURE HOLDER the deeds and documents of title relating thereto except such as are required by law or by the BORROWER to be recorded in the General Registry and are so recorded...
 - (ii) at any time upon request to execute over all or any part thereof such further charge or charges by way of mortgage in favour of the DEBENTURE HOLDER in such form as the DEBENTURE HOLDER shall require...
 - (iii) to keep it in a good state of repair and condition and insured against such risks and in such office and for such amounts as the DEBENTURE HOLDER may require or approve...
 - (iv) that the statutory power of leasing and/or accepting surrenders of leases conferred on mortgagors shall not be exercised by the BORROWER without the consent in writing of the DEBENTURE HOLDER but the DEBENTURE HOLDER may grant or accept surrenders of leases without restriction...
 - (v) not to part with the possession of it or any part thereof nor confer upon any person firm company or body whatsoever any licence right or interest to occupy it or any part thereof without the consent in writing of the DEBENTURE HOLDER...
5. The BORROWER shall not have power except save with the written consent of the DEBENTURE HOLDER to create any further mortgage or charge ranking in priority to or pari passu with this Debenture except that on the purchase after the date hereof of any lands or buildings the BORROWER may at the time of the purchase mortgage or charge the property purchased for the purpose of raising or securing the whole or part of the purchase money...
6. With reference to the property assets and rights subject to the floating charge:-
 - (i) the BORROWER agrees to effect and maintain such insurances as are normally maintained by prudent companies carrying on similar businesses...



- (ii) the DEBENTURE HOLDER may by notice to the BORROWER convert the floating charge into a specific charge as regards any assets specified in the notice which the DEBENTURE HOLDER shall consider to be in danger of being seized or sold under any form of distress arrest execution or similar process levied or threatened and may appoint a Receiver thereof...

7. This security shall immediately become enforceable and the powers conferred by this security shall be immediately exercisable at any time after notice demanding payment of any moneys hereby secured shall have been served by the DEBENTURE HOLDER on the BORROWER...

8. At any time after this security shall have become enforceable the DEBENTURE HOLDER may by notice in writing appoint any person (or persons) to be Receiver of the property hereby charged and may similarly remove any Receiver and appoint another in his stead. Any Receiver shall be the agent of the BORROWER and the BORROWER shall be solely responsible for his acts or defaults and for his remuneration and any Receiver shall have power

- (i) to take possession of collect and get in the property hereby charged...
- (ii) to manage or carry on or concur in carrying on the business of the BORROWER as he may think fit and for that purpose to raise or borrow money to rank for payment in priority to this security and with or without a charge on the property hereby charged or any part of it...
- (iii) to sell convey transfer assign lease or surrender leases of any of the property hereby charged on such terms as he may think fit in the name of the BORROWER or otherwise and so that he may do any of these things for a consideration consisting of shares or securities of any other company...
- (iv) to make any arrangement or compromise which he shall think expedient in the interests of the DEBENTURE HOLDER...
- (v) to bring or defend any action or other legal proceedings in the name and on behalf of the BORROWER and to do all such other acts and things as he may consider

expedient for the protection or realisation of any of the property charged or as may be incidental to the exercise of any powers conferred on him...

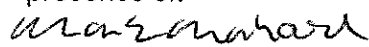
9. All moneys received by any Receiver shall be applied by him in the following order:
- (i) in payment of the costs charges and expenses of and incidental to the appointment of the Receiver and the exercise of all or any of his powers and of all outgoings paid by him...
 - (ii) in payment of remuneration to the Receiver at such rates as may be agreed between him and the DEBENTURE HOLDER at or at any time after his appointment...
 - (iii) in or towards discharge of the liabilities hereby secured in such manner as the DEBENTURE HOLDER may from time to time require...
 - (iv) the surplus (if any) shall be paid to the BORROWER or other person entitled to it...
10. All powers conferred on mortgagees or receivers in law shall apply to this security except in so far as they are expressly or impliedly excluded and where there is any ambiguity or conflict between such powers and those contained in this security the terms of this security shall prevail...
11. The BORROWER hereby irrevocably appoints each of the DEBENTURE HOLDER and any person nominated in writing by the DEBENTURE HOLDER including every Receiver appointed hereunder as Attorney of the BORROWER with full power of substitution for the BORROWER and in its name and on its behalf and as its act and deed to execute seal and deliver and otherwise perfect any deed assurance agreement instrument or act which may be required or deemed proper for any of the purpose of this security...
12. In the exercise of the powers hereby conferred the DEBENTURE HOLDER or any Receiver may sever and sell plant machinery or other fixtures separately from the property to which they may be annexed...
13. The BORROWER shall from time to time supply to the DEBENTURE HOLDER such accounts or other information concerning the assets liabilities and affairs of the BORROWER its subsidiary or associated companies as the DEBENTURE HOLDER may require...

14. A demand or notice hereunder shall be in writing signed by the DEBENTURE HOLDER and may be served on the BORROWER by hand or by post and either by delivering the same day to any officer of the BORROWER at any place or by addressing the same to the BORROWER at its registered office or a place of business last known to the DEBENTURE HOLDER; if such demand or notice is sent by post it shall be deemed to have been received on the day following the day on which it was posted and shall be effective notwithstanding it be returned undelivered.

15. It is hereby certified that this Mortgage Debenture does not contravene any of the provisions of the BORROWER's Memorandum or Articles of Association and has been executed in accordance therewith...

IN WITNESS WHEREOF the parties hereto have executed these presents the day month and year first before written...

EXECUTED by the **BORROWER**
acting by BON ACCORD LTD
its duly authorised attorney in the
presence of:-


MARK MAHOOD

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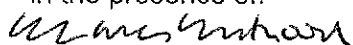


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EXECUTED by the **DEBENTURE HOLDER**
in the presence of:-


MARK MAHOOD

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