

MG01

Particulars of a mortgage or charge

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LASERFORM

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 charge for company. To do this, please use form MG01s

SATURDAY



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AR&JBSYT

02/04/2011

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COMPANIES HOUSE



Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

1

Company details

Company number

03308362

Company name in full

Absolute Taste Limited (the "Company")

2

Date of creation of charge

Date of creation

25/03/2011

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 made between (1) the Company and (2) HSBC Bank plc (the "Bank") (the "Debenture")

4

Amount secured

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

Amount secured

Pursuant to Clause 2 of the Debenture, all money and liabilities whatever, whenever and however incurred whether at the date of the Debenture or in the future due, or becoming due, from the Company to the Bank (the "Debt") including, but not limited to

(a) overdrafts, loans or other facilities and further advances of money,

(b) guarantees and indemnities to the Bank and any of the Company's other contingent liabilities;

(c) discount, commission and other lawful charges and expenses,

(PLEASE SEE CONTINUATION PAGE)

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	HSBC Bank plc (the "Bank")	
Address	West End Corporate Banking Centre, 70 Pall Mall, London	
Postcode	S W 1 Y 5 E Z	
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	<p>Pursuant to Clause 4 of the Debenture the Company, with full title guarantee, and as security for the payment and discharge of the Debt, charged to the Bank</p> <p>a) by way of legal mortgage, all freehold (including commonhold) and leasehold land vested in the Company on the date of the Debenture together with all buildings fixtures, fittings and fixed plant and machinery at the date of the Debenture or at anytime afterwards on it including (without limitation) the land described or referred to in part I of the First Schedule of the Debenture subject only to the other mortgages or matters (if any) mentioned in part 2 of the First Schedule of the Debenture.</p> <p>b) by way of first fixed charge, the chattels (including all additions and improvements to, and replacements of, them from time to time), securities, intellectual property and/or other property mentioned in the Second Schedule to the Debenture.</p> <p>c) by way of first fixed charge (except as already charged under clauses 4(a)-(b) of the Debenture) -</p> <p>(1) all the present and future right, title and interest of the Company in or to any freehold (including commonhold) or leasehold land or other immovable property wherever situated and all fixtures, fittings and fixed plant and machinery on the date of the Debenture or at any time afterwards on it</p> <p>(11) all chattels on the date of the Debenture or at any time afterwards belonging to the Company, excluding any of them for the time being forming part of the stock in trade or work-in-progress of the Company or which are, for the time being, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture</p> <p>(PLEASE SEE CONTINUATION PAGE 2)</p>	

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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  X

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

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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 Christopher Godwin

Company name Squire, Sanders & Dempsey
(UK) LLP

Address 7 Devonshire Square

Post town London

County/Region

Postcode E C 2 M 4 Y H

Country

DX 136546 Bishopsgate 2

Telephone +44 (0)20 7655 1000



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

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Amount secured

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

Amount secured

d) interest in accordance with any agreement between the Company and the Bank and, if there is no agreement, interest on any money and liabilities due from the Company at an annual rate of 3% above the Bank's base rate from time to time computed and compounded monthly and/or according to the Bank's then current practice Interest as above applies before and after any demand or judgement,

(e) money agreed to be paid by the Company under Clause 25 of the Debenture, being on a full indemnity basis, all costs, charges and expenses (including, without limitation, all amounts reasonably determined by the Bank to be necessary to compensate it for internal management or administration costs, charges and expenses) properly incurred by the Bank:-

(i) in ensuring the Debenture is effective,

(ii) in connection with the improvement, perfection or protection of the security created by the Debenture, and

(iii) in the exercise of any rights, remedies, powers, authorities and discretions conferred under, or in connection with, the Debenture (together with any value added tax or similar tax charged or chargeable in respect of it)

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Short particulars

(iii) the benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned in the Debenture and/or to any trade or business from time to time carried on by the Company.

(iv) all book debts and other debts and monetary claims and any rents, licence fees or other payments due from any lessee, licensee or occupier of any immoveable property wherever situated on the date of the Debenture or at any time afterwards due owing or incurred to the Company. In addition, the full benefit of all guarantees and securities for them and all liens, reservations of title and other rights enabling the Company to enforce any such debts or claims (collectively called the "debts"). This excludes such debts and claims (if any) as the Bank may from time to time have agreed in writing with the Company which shall not be subject to a fixed charge under the Debenture and also such debts and claims as are charged in accordance with paragraph 4(c)(v) of the Debenture.

(v) any credit balance on any account of the Company with the Bank.

(vi) any credit balance on any account of the Company with any bank (other than the Bank) or other person.

(vii) all goodwill and uncalled capital for the time being of the Company.

(viii) all stocks, shares, debentures, bonds, loan capital and other securities of any description of any other person (including, without limitation, any subsidiary or subsidiary undertaking of the Company). In addition -

(a) all rights to subscribe to or convert other securities into or otherwise acquire any such securities on the date of the Debenture or at any time afterwards belonging to the Company,

(b) all dividends, interest and other income and all other rights of whatsoever kind deriving from or incidental to, any such securities.

(ix) all letters patent, trademarks, service marks, designs, utility models, copyrights, design rights, applications for registration of any of them and the right to apply for them in any part of the world. In addition, moral rights, inventions, confidential information, know-how and rights of a similar nature arising or subsisting anywhere in the world in relation to all or any of the above (whether registered or unregistered) on the date of the Debenture or at any time afterwards belonging to the Company.

(x) all policies of life insurance or assurance and all rights and claims to which the Company is on the date of the Debenture, or may at any time afterwards, become entitled in relation to the proceeds of them or of any other policies of insurance of any description (including, without limitation, the insurances mentioned to in Clause 8(a) in the Debenture).

(xi) all rights and other property to which the Company is on the date of the Debenture, or may at any time afterwards, become entitled as a result

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of, or in connection with, any proceedings threatened or commenced under the Insolvency Act 1986 or any similar legislation in any jurisdiction

(xii) the benefit of all agreements for the provision by the Company to any person of any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) at the date of the Debenture, or at any time afterwards, entered into by the Company

(xiii) the proceeds of sale of any property mentioned in Clause 4 of the Debenture.

(d) by way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever both present and future (excluding any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by the Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated)

The property referred to in paragraphs (a) (b) (c) and (d) above is collectively called the "charged property" The property referred to in paragraphs (a) (b) and (c) (together with any property for the time being effectively charged by way of fixed charge by the application of Clause 5 of the Debenture) is collectively called the "fixed charged property".

Pursuant to Clause 5 of the Debenture the Bank may, by notice in writing to the Company, convert the floating charge created by Clause 4(d) of the Debenture into a fixed charge in respect of such of the property of the Company as may be specified in such notice It may do so,

(1) if on the happening of any of the events mentioned in Clause 11 of the Debenture, or

(ii) it appears to the Bank that such property is in danger of seizure, distress, diligence or any other form of legal process or that the same, and/or the security at the date of the Debenture created in respect of it, is otherwise in jeopardy

In either event, the ability of the Company to deal in any way with such property shall cease except to the extent that the Bank may otherwise agree in writing

Pursuant to Clause 12(a) of the Debenture the floating charge is intended to be a qualifying floating charge as defined by paragraph 14 of schedule B1 to the Insolvency Act 1986 (inserted by section 248 of and schedule 16 to the Enterprise Act 2002).

Pursuant to Clause 6 of the Debenture the Company shall not, except with the prior written consent of the Bank -

(a) create, or attempt to create, or allow to subsist over all or any of

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the charged property, any mortgage, charge, lien, pledge or other security other than the Debenture and the mortgages or matters (if any) mentioned in part 2 of the first schedule of the Debenture, or

(b) allow any tangible property, forming part of the fixed charged property, to leave the possession of the Company (except for the purpose of necessary repair or maintenance) or to be used by any person other than the Company or for any purpose other than in connection with the business of the Company, or

(c) release, exchange, compound, set off, grant time or agree to any other arrangement in respect of, or in any other way deal with, all or any of the debts except as expressly allowed by the Debenture; or

(d) part with, hire, lend, sell, assign or dispose of all, or any part of (or any right, title or interest in), the fixed charged property or all, or (except by a sale or disposal in the ordinary course of the Company's business and for the purpose of carrying on the same) any part of, the remainder of the charged property



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3308362
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 25 MARCH
2011 AND CREATED BY ABSOLUTE TASTE LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO HSBC 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 2 APRIL 2011

GIVEN AT COMPANIES HOUSE, CARDIFF THE 6 APRIL 2011

DX



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES