


012722/104

In accordance with Section 860 of the Companies Act 2006	MG01 Particulars of a mortgage or charge		
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.			
	<input checked="" type="checkbox"/> 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.	<input type="checkbox"/> What this form is You cannot use this particulars of a charge of a Scottish company. please use MG01s	<div style="display: flex; align-items: center;"> <div style="writing-mode: vertical-rl; transform: rotate(180deg); background-color: black; color: white; padding: 2px 5px;">FRIDAY</div> <div style="margin-left: 10px;">  *PYQZIEJR* PC1 30/10/2009 623 COMPANIES HOUSE </div> <div style="margin-left: 10px;">e k</div> </div>
1	Company details		<div style="border: 1px solid black; padding: 2px;"> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> </div> <div style="text-align: right; font-size: small;">For official use</div>
Company number	<div style="border: 1px solid black; padding: 2px;"> 3 3 5 7 7 1 8 </div>		<p>→ Filling in this form Please complete in typescript or in bold black capitals</p> <p>All fields are mandatory unless specified or indicated by *</p>
Company name in full	Ultimate Products Limited (the "Company")		
2	Date of creation of charge		
Date of creation	<div style="border: 1px solid black; padding: 2px;"> 2 2 1 0 2 0 0 9 </div>		
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	<div style="border: 1px solid black; padding: 5px;"> Debenture granted by the Company in favour of HSBC Bank plc (the "Bank")(the "Debenture") </div>		
4	Amount secured		
	Please give us details of the amount secured by the mortgage or charge.		
Amount secured	<div style="border: 1px solid black; padding: 5px;"> Please see attached continuation page </div>		
Continuation page Please use a continuation page if you need to enter more details.			

	MG01 Particulars of a mortgage or charge	
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.	
Name	HSBC Bank plc	
Address	8 Canada Square, Euston, London	
Postcode	E 1 4 5 H Q	
Name		
Address		
Postcode		
	Continuation page Please use a continuation page if you need to enter more details.	
6	Short particulars of all the property mortgaged or charged	
	Please give the short particulars of the property mortgaged or charged.	
Short particulars	Please see attached continuation page	
	Continuation page Please use a continuation page if you need to enter more details.	

MG01**Particulars of a mortgage or charge**

7	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: <ul style="list-style-type: none">- 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	NA	
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 866). 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 870). 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 accept a verified copy where section 867(2) applies (property situated in another part of UK).	
9	Signature Please sign the form here. Signature <div style="text-align: center;">X  X</div> This form must be signed by a person with an interest in the registration of the charge.	

MG01

Particulars of a mortgage or charge



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 Robert King

Company name Pinsent Masons LLP

Address 3 Hardman Street

Post town Manchester

County/Region

Postcode

M 3 3 A U

County

DX 14490 Manchester 2

Telephone 0161 2348302



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 the 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
First Floor, Waterfront Plaza, 8 Laganbank Road,
Belfast, Northern Ireland, BT1 3BS.
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

MG01 - continuation page
Particulars of a mortgage or charge

4

Amount secured

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

Amount secured

All money and liabilities whatever, wherever or however incurred, whether at the date of the Debenture or thereafter due, or becoming due, from the Company to the Bank (the "**Debt**").

MG01 - continuation page

Particulars of a mortgage or charge

6

Short particulars of all the property mortgaged or charged

Please give us the short particulars of the property mortgaged or charged.

Short particulars

SECURITY GIVEN OVER THE COMPANY'S ASSETS

1. The Company, with full title guarantee, and as security for the payment and discharge of the Debt, charged:-
 - (a) By way of legal mortgage, all freehold (including commonhold) and leasehold land at the date of the Debenture vested in the Company together with all buildings fixtures, fittings and fixed plant and machinery at the date of the Debenture or at any time afterwards on it. This includes (without limitation) the land described or referred to in Part 1 of the First Schedule of the Debenture (as set out in Part 1 of the First Schedule to this form) subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule of the Debenture (as set out in Part 2 of the First Schedule to this form).
 - (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 of the Debenture(as set out the Second Schedule to this form).
 - (c) By way of first fixed charge (except as already charged above):-
 - (i) 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 at the date of the Debenture or at any time afterwards on it.
 - (ii) All chattels at the date of the Debenture or at any time afterwards belonging to the Company. This excludes any of them at the date the Debenture and thereafter forming part of the stock in trade or work-in-progress of the Company or which are, at the date of the Debenture and thereafter, otherwise effectively charged by way of legal mortgage or fixed charge by the Debenture.
 - (iii) The benefit of all rights, licences, guarantees, rent deposits, contracts, deeds, undertakings and warranties relating to any land or other property mentioned above 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 at 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 the fixed charge at paragraph 4(iv) of the Debenture and also such debts and claims as are charged in accordance with paragraph 4(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 at the date of the Debenture and thereafter 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 at 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 of these (together with any securities mentioned in the Second Schedule of the Debenture (as set out the Second Schedule to this form), collectively called, the "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) at the date of the Debenture or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule of the Debenture (as set out the Second Schedule to this form), collectively called the "intellectual property").
- (x) All policies of life insurance or assurance and all rights and claims to which the Company is at the date of the Debenture or thereafter 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) of the Debenture).
- (xi) All rights and other property to which the Company is at the date of the Debenture, or may at any time afterwards, become entitled as a result 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 paragraph 4 of the Debenture.

(d) By way of floating charge, all the undertaking of the Company and all its property whatsoever and wheresoever at the date of the Debenture and thereafter. This will not include any part of the same which is, at the date of the Debenture and thereafter, 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 4(a) (b) (c) and (d) of the Debenture (as set out in paragraphs 1(a) (b) (c) and (d) of this form) is collectively called the "charged property". The property referred to in paragraphs 4(a) (b) and (c) (as set out in paragraphs 1(a) (b) and (c) of this form) (together with any property at the date of the Debenture and thereafter effectively charged by way of fixed charge by the application of Clause 5 of the Debenture) is collectively called the "fixed charged property".

RESTRICTIONS ON COMPANY

2. 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 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 (as set out in Part 2 of the First Schedule of this form); 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.

THE FIRST SCHEDULE

Part 1

(Freehold and/or leasehold land)

Registered Title

All the property(ies) comprised in the following title(s) at H.M. Land Registry:

Title Number

Short description of the property

Unregistered Title

All the property(ies) now vested in the Company and comprised in the Deed(s) referred to below:

Short description of the property	Date	Deed/Document	Parties
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Part 2

(Prior mortgages or other matters relating to the property described above)

Short description of the Property	Legal/Mortgage/Charge dated	Parties
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(Chattels and/or other property)

Serial/registration number(s)

Location



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 3357718
CHARGE NO. 8**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 22 OCTOBER
2009 AND CREATED BY ULTIMATE PRODUCTS LIMITED FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO HSBC BANK PLC ON ANY ACCOUNT
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1
PART 25 OF THE COMPANIES ACT 2006 ON THE 30 OCTOBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 NOVEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES