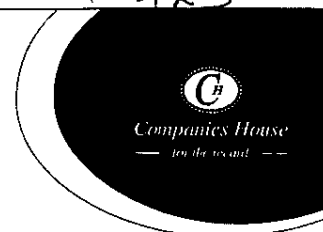


MG01

Particulars of a mortgage or charge

001883113



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

FRIDAY



LD8 *LRXARHUL* 26/02/2010 7
COMPANIES HOUSE

1 Company details

Company number 0 4 2 6 4 7 8 2

Company name in full Blue Cube (UK) Ltd

for official use

→ Filling in this form

Please complete in typescript or in bold black capitals

All fields are mandatory unless specified or indicated by *

2 Date of creation of charge

Date of creation d 1 d 2 m 0 m 2 y 2 y 0 y 1 y 0

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

4 Amount secured

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

Amount secured

All money liabilities and obligations now or in the future owed or incurred by Blue Cube (UK) Ltd to Mr Gary John Haycock-West of any kind and in any currency, whether or not immediately payable, whether certain or contingent, whether sole or joint, whether as principal or as surety, whether Mr Gary John Haycock-West was the original creditor in respect thereof, and including (without limitation) interest, commission, costs, charges and expenses charged by Mr Gary John Haycock-West at rates agreed between him and Blue Cube (UK) Ltd or, in the absence of express agreement, in accordance with Mr Gary John Haycock-West's and Blue Cube (UK) Ltd's normal practice for the time being

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 | Mr Gary John Haycock-West |
| Address | Little Steddings, London Road, Forest Row, East Sussex |
| Postcode | R H 1 8 5 E J |
| 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

Debts - all book and other debts now or in the future owing to Blue Cube (UK) Ltd (whether alone or jointly with any other person), whenever payable and whether liquidated or unliquidated, certain or contingent, (but excluding credit balances on any account at any bank or financial institution other than any account as stipulated by Mr Gary John Haycock-West) together with all cheques, bills of exchange, negotiable instruments, credits and securities at any time given in relation to, or to secure payment of, any such debt, but 'Debts' does not include any asset or right effectively charged by way of fixed charge or any provision listed hereto

Rents - any sum payable to Blue Cube (UK) Ltd (and any right to recover any such a sum)
 - by way of rent, service charge or otherwise under any lease of land (as defined below) or as mesne profits, license fee, or otherwise howsoever for the use or occupation of or trespass upon land, or other income arising from any land, and
 - by way of rent or otherwise for or in connection with the possession or use of, or in respect of any trespass to or conversion of, any chattel except in so far as the same is effectively charged by way of fixed charge by security for payment of the secured liabilities (as detailed above in 4) Blue Cube (UK) Ltd (with full guarantee) hereby charges to Mr Gary John Haycock-West and by way of a first equitable charge all property or land which Blue Cube (UK) Ltd acquires in the future

Asset Contracts - means all the rights of Blue Cube (UK) Ltd, now or in the future, arising out of or in connection with any agreement
 - for the acquisition of any property (real or personal) by Blue Cube (UK) Ltd (except to the extent that such rights amount to an interest in land effectively charged by way of legal mortgage or fixed charge (as defined previously) including without limitation any option to acquire property, or
 - for the hire, hire purchase, lease or loan of any property (real or personal) to Blue Cube (UK) Ltd except as provided in the preceding clause

Other claims - all rights, claims or obligations of any kind whatsoever now or at any time owed to Blue Cube (UK) Ltd capable of being satisfied by the payment of money, which are not effectively charged by way of fixed charge by any other provision (continues on continuation page)

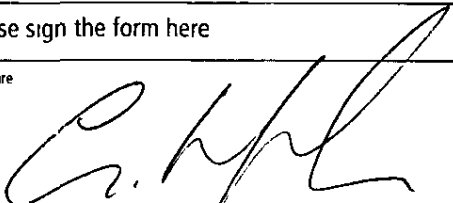
MG01 - continuation page

Particulars of a mortgage or charge

| 6 | Short particulars of all the property mortgaged or charged |
|-------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| | Please give the short particulars of the property mortgaged or charged |
| Short particulars | <p>Land - any estate, right or interest in or over land, whether legal or equitable, and wherever the land is situated, including without limitation any buildings and fixtures (all things now or in the future affixed to land for any purpose, including without limitation trade and tenants' fixtures) on land and the benefit of any covenants or rights owed to any person or enforceable by him by virtue of ownership, possession or occupation of land, but for these purposes 'land' excludes heritable property situated in Scotland</p> <p>Fixed Plant and Machinery - all plant machinery or equipment of any kind (including without limitation all cables, pipes, switchgear, heating, lighting, electrical, water and gas apparatus) which does not for any reason constitute a fixture (as defined previously), but is now or at any time directly or indirectly attached by any means and for any purpose to any land or building, whether or not it is removable or intended to form part of the land or building</p> <p>Loose Plant and Equipment - all plant, machinery, equipment and motor vehicles now or at any time owned by Blue Cube (UK) Ltd as a capital asset which is not a fixture (as previously defined) or fixed plant and equipment (as defined above), (including without limitation any moulds, patters, tools (other than hand tools and consumable tooling) dies and jigs)</p> <p>Goodwill and uncalled capitals past and future</p> <p>Securities - all the right title and interest of Blue Cube (UK) Ltd, now or in the future, in any stocks, shares, instruments creating or acknowledging any debt, or other securities issued by any person</p> <p>Insurances - all the right, title and interest of Blue Cube (UK) Ltd now or in the future, in or under any policy of insurance or assurance or tot he proceeds thereof</p> <p>Intellectual Property - all the right title and interest of Blue Cube (UK) Ltd (now or in the future) in or to any of the following</p> <ul style="list-style-type: none"> - any registered intellectual property right in any territory, including without limitation patents, trade marks, service marks, registered designs, and any similar right in any territory any any applications or right to apply for the above, - any invention, copyright, design right or performance right, and - any trade secrets, know-how and confidential information, - the benefit of any agreement or licence for the use (by Blue Cube (UK) Ltd and any other person) of any such right <p>Encumbrances - any mortgage, charge, pledge, lien, hypothecation or other security interest of any kind, and any right of set-off, assignment, trust, flawed asset or other agreement or arrangement whatsoever for the purpose of providing security or having a similar effect to the provision of security, other than liens arising by operation of law in the ordinary course of Blue Cube (UK) Ltd's business</p> <p>The amount from time to time standing to the credit of the account</p> <p>All those assets which are not for any reason effectively charged by the debenture by way of fixed charge or mortgage, including (without limitation) any heritable property of Blue Cube (UK) Ltd situated in Scotland</p> |

MG01

Particulars of a mortgage or charge

| | | |
|---------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
| <p>7</p> <p>Commission allowance or discount</p> | <p>Particulars as to commission, allowance or discount (if any)</p> <p>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</p> <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, <p>for any debentures included in this return The rate of interest payable under the terms of the debentures should not be entered</p> | |
| <p>8</p> | <p>Delivery of instrument</p> <p>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)</p> <p>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 also accept a verified copy where section 867(2) applies (property situated in another part of UK)</p> | |
| <p>9</p> <p>Signature</p> | <p>Signature</p> <p>Please sign the form here</p> <p>Signature</p> <p>X  X</p> <p>This form must be signed by a person with an interest in the registration of the charge</p> | |

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 **Miranda Yardley**

Company name **Yardley & Co**

Address **Unit 36, 10-50 Willow Street**

London

Post town

County/Region

Postcode **E C 2 A 4 B H**

Country **UK**

DX

Telephone **020 7739 0504**



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,
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



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 4264782
CHARGE NO. 5**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A DEBENTURE DATED 12
FEBRUARY 2010 AND CREATED BY BLUE CUBE (UK) LTD FOR
SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE
COMPANY TO MR GARY JOHN HAYCOCK-WEST ON ANY
ACCOUNT WHATSOEVER WAS REGISTERED PURSUANT TO
CHAPTER 1 PART 25 OF THE COMPANIES ACT 2006 ON THE 26
FEBRUARY 2010**

GIVEN AT COMPANIES HOUSE, CARDIFF THE 3 MARCH 2010



Companies House
— for the record —



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