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

✓ **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 form MG01s

THURSDAY

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A12 08/07/2010 1
COMPANIES HOUSE

For official use

3

→ **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	0 4 6 3 1 2 8 0
Company name in full	Karlson UK Limited

2 Date of creation of charge

Date of creation	d d m m y y y y: 0 6 0 7 2 0 1 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 and liabilities whatever, whenever and howsoever incurred by the Company whether now or in the future

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
Address	8 CANADA SQUARE
	CITY OF LONDON
Postcode	E 1 4 5 H Q
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

Legal Mortgage on all freehold (including commonhold) and leasehold land now vested in the Company together with all building fixtures, fittings and fixed plant and machinery now or at any time afterwards on it This includes (without limitation) the land described or referred to in Part 1 of the First Schedule to the Debenture subject only to the other mortgages or matters (if any) mentioned in Part 2 of the First Schedule to the Debenture, and First Fixed Charge on the chattels (including all additions and improvements to, and replacement of, them from time to time) securities, intellectual property and/or other property mentioned in the Second Schedule of the Debenture, and
First Fixed Charge on -
(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 now or at any time afterwards on it
(ii) All chattels now or at any time afterwards belonging to the Company This excludes 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 this 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 licences fees or other payments due from any lessee, licensee or occupier of any immovable property (wherever situated) now or at any time afterwards due owing to 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 shall not be subject to this fixed charge and also such debts and claims as are charged in accordance with paragraph (v) below
(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, all rights to subscribe to or convert other securities into or otherwise acquire any such securities now or at any time afterwards belonging to the Company, and 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 below, 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) now or at any time afterwards belonging to the Company (together with any of the same mentioned in the Second Schedule below collectively called the "intellectual property")
(x) All policies of life insurance or assurance and all rights and claims to which the Company is now, 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 in clause 8 (a) below)
(xi) All rights and other property to which the Company is now, 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 or any loan or credit or other financial accommodation of any description (including, without limitation, any finance leases and hire or hire-purchase agreements) now, or at any time afterwards, entered into by the Company
(xiii) The proceeds of sale of any property mentioned above
Floating Charge on all the undertaking of the Company and all its property whatsoever and wheresoever both present and future This will not include any part of the same which is, for the time being, effectively charged by way of legal mortgage or fixed charge by this Debenture and recognised as effectively so charged under the laws of the jurisdiction in which the same is situated

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

- 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

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 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

Company name HSBC BANK PLC

SECURITIES PROCESSING CENTRE

Address PO BOX 3924

Post town SHEFFIELD

County/Region SHEFFIELD SOUTH YORKSHIRE

Postcode S 1 9 B D

Country UNITED KINGDOM

DX 712350 SHEFFIELD 19

Telephone 08456 035 366

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

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

COMPANY NO. 4631280
CHARGE NO. 3

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A DEBENTURE DATED 6 JULY 2010 AND CREATED BY KARLSON UK 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 8 JULY 2010

GIVEN AT COMPANIES HOUSE, CARDIFF THE 13 JULY 2010

DX

Companies House
— for the record —

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES