

MR01

Particulars of a charge



Companies House

100047/13

A fee is payable with this form
Please see 'How to pay' on the
last page

You can use the WebFiling service to file this form online
Please go to www.companieshouse.gov.uk

☒ **What this form is for**
You may use this form to register
a charge created or evidenced by
an instrument

☐ **What this form is NOT for**
You may not use this form to
register a charge where the
instrument Use form MR08

TUESDAY



A27 *A4D32GRT* 04/08/2015 #198
COMPANIES HOUSE

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery

☒ You must enclose a certified copy of the instrument with this form. This will be scanned and placed on the public record. **Do not send the original**

1 Company details

Company number 00467046

Company name in full RIPMAX LIMITED

17 For official use

→ **Filing in this form**
Please complete in typescript or in
bold black capitals

All fields are mandatory unless
specified or indicated by *

2 Charge creation date

Charge creation date 30/07/2015

3 Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees
entitled to the charge

Name NICHOLAS MOSS

Name

Name

Name

If there are more than four names, please supply any four of these names then
tick the statement below

☐ I confirm that there are more than four persons, security agents or
trustees entitled to the charge

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4

Brief description

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"

Please limit the description to the available space

Brief description

BY WAY OF LEGAL MORTGAGE ALL FREEHOLD AND LEASEHOLD PROPERTY BELONGING TO THE COMPANY OR IN WHICH THE COMPANY HAS AN INTEREST AT THE DATE OF THIS DEBENTURE

5

Other charge or fixed security

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box

☒ **Yes**

☐ **No**

6

Floating charge

Is the instrument expressed to contain a floating charge? Please tick the appropriate box

☒ **Yes** Continue

☐ **No** Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☒ **Yes**

7

Negative Pledge

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box

☒ **Yes**

☐ **No**

8

Trustee statement ^①

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge

☐

^① This statement may be filed after the registration of the charge (use form MR06)

9

Signature

Please sign the form here

Signature

Signature

X *Kaystine Lee*

Solicitor for the Company

[Handwritten Signature]

X

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

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Particulars of a 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. The contact information you give will be visible to searchers of the public record.

Contact name IAN TAYLORSON

Company name KEYSTONE LAW

Address 53 DAVIES STREET

Post town LONDON

County/Region

Postcode W 1 K 5 J H

Country UK

DX DX 2307 VICTORIA

Telephone 0207 152 6550



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 a certified copy of the instrument with this form
- ☐ You have entered the date on which the charge was created
- ☐ You have shown the names of persons entitled to the charge
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- ☐ You have given a description in Section 4, if appropriate
- ☐ You have signed the form
- ☐ You have enclosed the correct fee
- ☐ Please do not send the original instrument, it must be a certified copy



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 filed on paper.

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 CHARGE

Company number: 467046

Charge code: 0046 7046 0017

The Registrar of Companies for England and Wales hereby certifies that a charge dated 30th July 2015 and created by RIPMAX LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 4th August 2015

DX

Given at Companies House, Cardiff on 10th August 2015



Companies House



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

ALL ASSETS DEBENTURE

Date: 30th July

2015

We hereby certify this is a true copy of the original

Signed *Keystone Law*

Dated 3rd August 2015.

Definitions

TERM	MEANING
"Administrator"	An administrator or administrators within the meaning of Schedule B1 to the Insolvency Act 1986
"Agreement"	The Facility Agreement for a loan by Me to Ultimate Model Corporation Ltd (English Company No 03235493) made between Me and Ultimate Model Corporation Ltd on 20 February 2014
"Assets"	Your undertaking, property, assets and rights, and each part of them, over which security is created, or intended to be created, under this Debenture.
"Liabilities"	Your liabilities, present and future, to Me of all kinds (and whether actual or contingent, sole or joint and as principal or surety) including (without limitation) all costs, charges and expenses (on a full indemnity basis) incurred by Me or any Receiver relating to protecting or enforcing their respective rights howsoever arising under this Debenture
"Me", "My" and "I"	Nicholas Moss of Keys House Collinswood Road, Farnham Common, Bucks, SL 3LH
"Receiver"	A receiver or receiver and manager (including an administrative receiver as defined in Section 29(2) of the Insolvency Act 1986)
"You" and "Your"	Ripmax Ltd (English Company No 00467046)

1. Your Agreement to Pay

You promise Me that You will pay and discharge the Liabilities from time to time when they fall due

2. Security

2 1 As a continuing security for the discharge of the Liabilities and with full title guarantee You charge to Me -

2 1 1 by way of legal mortgage all freehold and leasehold property which You now own or in which You have an interest and all fixtures and fittings from time to time attached to any such property,

2 1 2 by way of separate fixed charges -

2 1 2 1 all freehold and leasehold property which You own or in which You have an interest in the future and all fixtures and fittings from time to time attached to any such property,

2 1 2 2 all Your plant, machinery, equipment and motor vehicles present and future not regularly disposed of in the ordinary course of Your business (which are not a fixture or fitting over which security is created under clauses 2 1 1 or 2 1 2 1 above),

2 1 2 3 all Your goodwill and uncalled capital present and future,

2 1 2 4 all Your book and other debts present and future and their proceeds,

- 2 1 2 5 all stocks, shares, instruments creating or acknowledging any debt or other securities present or future issued by any person in which You have an interest and all income and rights relating to them,
- 2 1 2 6 all Your accounts and their balances standing to Your credit present and future with any bank or financial institution including all receipts from time to time paid into an account in accordance with clause 3 below,
- 2 1 2 7 all patents inventions copyrights design rights trademarks service marks database rights confidential information know-how domain names and business names present and future in which You have an interest,
- 2 1 2 8 all Your right, title and interest in and to all present and future insurance policies and all claims under and proceeds of such insurance policies,
- 2 1 3 by way of floating charge all Your undertaking, property assets and rights present and future not subject to a fixed charge or legal mortgage under this Debenture
- 2 2 I may convert the floating charge created by this Debenture into a fixed charge as regards any of Your property, assets and rights present and future which are subject to it by giving written notice to You at any time after an Event of Default (as defined in the Agreement) occurs under the Agreement After I have given such a notice You will not dispose of any of the Assets which are the subject of such notice without My prior written consent
- 2 3 Paragraph 14 of Schedule B1 to the Insolvency Act 1986 applies to the floating charge created by clause 2 1 3 above

3. Your Promises

- 3 1 You promise that You will not without My prior written consent -
 - 3 1 1 part with possession of, or transfer, sell, lease, assign or otherwise dispose of all or any of the Assets, or attempt or agree to do so (except for Assets which are subject to the floating charge created by this Debenture which You may deal with in the ordinary course of Your business),
 - 3 1 2 create, attempt to create or allow to subsist any mortgage, charge or pledge, or permit any lien (except one arising by operation of law in the ordinary course of business) or other encumbrance to arise on or affect all or any of the Assets,
 - 3 1 3 do or allow any act or omission which may prejudice the value to Me of any of the Assets
- 3 2 You promise that You will -
 - 3 2 1 get in and realise as My agent, in the ordinary course of business, all book and other debts charged under clause 2 1 2 4 above, on receipt pay all monies received in respect of such assets into the account I may specify prior to which You will hold such monies on trust for Me and execute such assignment of any such asset as I may require,
 - 3 2 2 carry on Your business properly and efficiently and not materially change how You conduct it,
 - 3 2 3 provide Me with such information relating to Your business, assets and liabilities as I may reasonably require,
 - 3 2 4 maintain in good working order and condition all of the Assets referred to in clauses 2 1 1, 2 1 2 1 and 2 1 2 2 above and allow Me to enter premises where they are located and inspect such Assets,
 - 3 2 5 maintain all such insurances as are normally maintained by prudent companies carrying on similar businesses, and in particular (but without limitation) insure and keep insured such of the Assets as are insurable to My reasonable satisfaction in their full replacement value for the time being,

3 2 6 if requested by Me deposit with Me all insurance policies, deeds and documents of title relating to the Assets

4. My Powers and Responsibilities

4 1 I may -

4 1 1 appoint or remove a Receiver of the Assets and fix and pay the fees of such Receiver (but such Receiver shall be deemed to be Your agent and You will be solely responsible for their acts, defaults and remuneration),

4 1 2 appoint an Administrator in relation to You,

4 1 3 exercise all or any of the powers conferred upon a Receiver by clause 5 below (whether or not I have made such an appointment),

4 1 4 grant or accept without restriction surrenders of leases of all or any part of Your freehold and leasehold property,

4 1 5 appropriate all payments received for Your account in reduction of any part of the Liabilities as I decide

4 2 I will not be liable to account to You as mortgagee in possession for any money not actually received by Me

4 3 Section 103 of the Law of Property Act 1925 will not apply and I may exercise My power of sale and other powers under that or any other Act or this Debenture at any time after any of the Liabilities shall not be paid or discharged when the same ought to be paid or discharged by You

4 4 Section 93(1) of the Law of Property Act 1925 shall not apply to this Debenture or to any security it creates

5. Receivers

5 1 Any Receiver I appoint under this Debenture will have all powers in Your name and on Your behalf set out in Schedule 1 to the Insolvency Act 1986 as well as power to do or omit to do all things which as an absolute owner You could. This applies unless the document appointing them restricts this and whether or not You are in administration or liquidation at such time

5 2 All monies which I or any Receiver receive under or relating to this Debenture will (unless I agree otherwise) be used in the following order -

5 2 1 first to pay or provide for all costs, charges and expenses reasonably and properly incurred by Me or any Receiver under or in relation to this Debenture and all reasonable remuneration, costs, charges and expenses due to any Receiver,

5 2 2 secondly to pay, fully or partly, the remaining Liabilities, and

5 2 3 thirdly to pay any surplus to the person entitled to it (which may be You)

This clause 5 2 is subject to any rights which have priority over the security created or intended to be created under or pursuant to this Debenture

6. Further Assurance and Power of Attorney

6 1 If I or any Receiver ask You will at Your cost immediately sign, seal, execute, deliver and perfect all documents and do all other things You are asked to perfect, improve or enforce the security created or intended to be created under or pursuant to this Debenture or to use the powers given to each of them in this Debenture. This includes executing transfers (including stock transfers), assignments, legal mortgages and fixed charges over assets I specify and giving notices

- 6 2 So that You fulfil all Your duties under this Debenture and as security for all sums due to Me (and until such sums are paid), You irrevocably appoint Me and any Receiver severally to be Your attorney (with full power of substitution and delegation) This means that such persons may in Your name, at Your expense and as Your act and deed as they consider necessary take any action which You are or may become obliged to take under or pursuant to this Debenture

7. General Provisions

- 7 1 This Debenture is in addition to, not prejudiced by and will not prejudice or merge with any remedy or other right now or in future held by Me for the Liabilities The rights and remedies provided in this Debenture are cumulative and do not exclude any rights or remedies provided by law
- 7 2 My certificate or determination of the amount of any Liabilities will in the absence of obvious error be conclusive evidence of such amount
- 7 3 This Debenture may be executed in any number of counterparts each of which is an original, with the same effect as if the signatures (and seals, if any) on the counterparts were on a single copy of this Debenture
- 7 4 Any failure or delay by Me at any time or times to require You to perform any provision of this Debenture will not affect My right to enforce it at a later time If You are required to do anything under this Debenture but do not do it I may do it instead of You (without Me becoming liable to account as mortgagee in possession) and any monies I incur in doing so will be recoverable by Me from You on demand
- 7 5 A person who is not a party to this Debenture will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms This clause does not affect any right or remedy of any person which is available otherwise than pursuant to that Act
- 7 6 Any release, discharge or settlement I give under or pursuant to this Debenture will not be of any effect if any right, security, disposition or payment taken into account by Me in doing so is later avoided or reduced I may retain this Debenture until I am satisfied that this will not occur and may compromise or concede any such claim
- 7 7 Each provision of this Debenture is severable and distinct from each other provision of it and if one or more of such provisions is invalid or unenforceable the remaining provisions will not in any way be affected

8. Notices

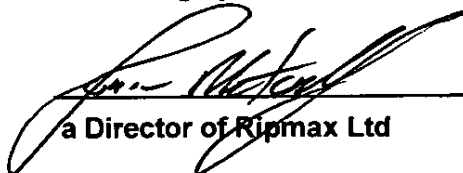
- 8 1 Any notice or demand by Me may be served personally on any of Your directors or company secretary (if any) or may be sent by post or fax or delivered to You at Your address last known to Me
- 8 2 A notice or demand made by Me -
- 8 2 1 by post shall be deemed served on the day after posting, and
- 8 2 2 by fax shall be deemed served at the time of sending

9. Governing Law

This Debenture shall be governed by and construed in accordance with English law

In Witness of which this Debenture has been duly executed as a Deed and is delivered and takes effect on the date stated at the beginning of it

EXECUTED (but not delivered until the date hereof) as a **DEED** on behalf of **RIPMAX LTD** acting by -



a Director of Ripmax Ltd

in the presence of

JASON METCALF
Signature of

Witness's Signature

Klaus Westerteicher

Witness's Full Name (Please Print)

Klaus Westerteicher

Witness's Address

Talblickstrasse 21
75305 Neuenbürg
Germany

Witness's Occupation

Director

SIGNED (but not delivered until the date hereof) as a **DEED** by **NICHOLAS MOSS** -



in the presence of

Witness's Signature

Klaus Westerteicher

Witness's Full Name (Please Print)

Klaus Westerteicher

Witness's Address

Talblickstr 21
75305 Neuenbürg
Germany