

MG01

Particulars of a mortgage or charge

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LASERFORM

100370/104

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.

X **What this form is NOT for**  
You cannot use this form to  
register particulars of a charge for a  
company. To do this, please  
use form MG01s.

FRIDAY



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13/11/2009

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COMPANIES HOUSE

**1** Company details

Company number 00283966  
Company name in full AUTO-FACTORS LTD

→ **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 11/11/2009

**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 COMPOSITE GUARANTEE AND DEBENTURE

**4** Amount secured

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

Amount secured Auto-factors Limited ("the Obligor"), as principal obligor and not merely as  
surety, covenants in favour of Centric SPV 1 Limited ("Centric") that it will pay and discharge the  
Secured Obligations from time to time when they fall due.

"Secured Obligations" means all present and future obligations and liabilities (whether actual or  
contingent and whether owed jointly or severally or alone or in any other capacity whatsoever) of the  
Obligor or any member of the Group to Centric under or pursuant to any Finance Document  
(including all monies covenanted to be paid under this Deed), provided that no obligation or liability  
shall be included in the definition of "Secured Obligations" to the extent that, if it were so included,  
this Deed (or any part of it) would constitute unlawful financial assistance within the meaning of  
sections 151 and 152 of the Companies Act 1985.

Any amount which is not paid under the Debenture when due shall bear interest (both before and  
after judgment and payable on demand) from the due date until the date on which such amount is  
unconditionally and irrevocably paid and discharged in full on a daily basis at the rate and in the  
manner agreed in the Finance Document under which such amount is payable and in the absence  
of such agreement, at the Interest Rate from time to time.

**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.

Continuation page  
Please use a continuation page if  
you need to enter more details.

Name

Centric SPV 1 Limited

Address

Studio 4, 114 Power Road

London

Postcode

W 4 5 P Y

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

5.1 The Obligor charges and agrees to charge all of its present and future right, title and interest in and to the following assets which are at any time owned by it, or in which it from time to time has an interest:

- 01  
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- (a) by way of first legal mortgage the Specified Real Property;
  - (b) by way of first fixed charge:
    - (i) all Real Property and all interests in Real Property not charged by clause 5.1(a);
    - (ii) all licences to enter upon or use land and the benefit of all other agreements relating to land; and
    - (iii) the proceeds of sale of all Real Property;
  - (c) by way of first fixed charge all Specified P&M (being the plant and machinery (if any) specified in Part 2 of Schedule 1 to the Debenture (if any).
  - (d) by way of first fixed charge the benefit of all contracts, licences and warranties relating to the Specified P&M;
  - (e) by way of first fixed charge all P&M (not charged by clauses 5.1 (a), 5.1 (b) or 5.1 (c)) and the benefit of all contracts, licences and warranties relating to the same;
  - (f) by way of first fixed charge:
    - (i) all computers, vehicles, office equipment and other equipment (not charged by clause 5.1 (c)); and
    - (ii) the benefit of all contracts, licences and warranties relating to the same.other than any which are for the time being part of the Security Obligor's Inventory;
  - (g) by way of first fixed charge the Charged Securities;
  - (h) by way of first fixed charge all Securities Rights from time to time accruing to the Charged Securities;

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## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

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

#### Short particulars

- (l) by way of first fixed charge all rights which a Security Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Charged Securities;
- (l) by way of first fixed charge all Securities (not charged by clause 5.1 (g));
- (k) by way of first fixed charge (A) all Securities Rights from time to time accruing to those Securities and (B) all rights which the Obligor may have at any time against any clearance or settlement system or any custodian in respect of any Securities;
- (l) In respect of the Obligor only by way of first fixed charge all Non-Vesting Domestic Debts and their proceeds now or in the future owing to the Obligor;
- (m) In respect of the Obligor only by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic Debts;
- (n) In respect of the Obligor only by way of first fixed charge all Non-Vesting Export Debts and their proceeds now or in the future owing to the Obligor;
- (o) In respect of the Obligor only by way of first fixed charge all Related Rights relating to any Non-Vesting Export Debts;
- (p) In respect of the Obligor only by way of first fixed charge all Other Proceeds;
- (q) by way of first fixed charge the Intellectual Property (if any) specified in Part 3 of Schedule 1 (Details of Security Assets);
- (r) by way of first fixed charge all Intellectual Property (if any) not charged by clause 5.1(q);
- (s) to the extent that any Assigned Asset is not effectively assigned under clause 5.2 (security assignments), by way of first fixed charge, such Assigned Asset;
- (t) by way of first fixed charge (to the extent not otherwise charged or assigned in this Deed):
  - (i) the benefit of all licences, consents, agreements and authorisations held or used in connection with the business of the Obligor or the use of any of its assets; and
  - (ii) any letter of credit issued in favour of the Obligor and all bills of exchange and other negotiable instruments held by it;
- (u) by way of first fixed charge all of the goodwill and uncalled capital of the Obligor.
- 5.2 The Obligor assigns and agrees to assign absolutely (subject to a proviso for reassignment on redemption) all its present and future right, title and interest in and to:
  - (a) the proceeds of the sale of any Specified Real Property;
  - (b) the proceeds of the sale of any Specified P&M;
  - (c) the proceeds of the sale of any Securities;

(Continued)

# MG01 - continuation page

## Particulars of a mortgage or charge

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### Short particulars of all the property mortgaged or charged

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

#### Short particulars

- (d) the proceeds of the sale of any Intellectual Property specified in part 3 of schedule 1 (Details of Security Assets);
- (e) the Inventory Insurances, all claims under the Inventory Insurances and the proceeds of the Inventory Insurances;
- (f) the P&M Insurance, all claims under the P&M Insurances and the proceeds of the P&M Insurances;
- (g) the Real Property Insurances, all claims under the Real Property Insurances and the proceeds of the Real Property Insurances;
- (h) the Insurances, all claims under the Insurances and all proceeds of the Insurances; and
- (i) Other Receivables (not assigned under clauses 5.2(a) to 5.2(h) (inclusive) above.

To the extent that any Assigned Asset described in clauses 5.2(a) to 5.2(i) inclusive is not assignable, the assignment which that clause purports to effect shall operate as an assignment of all present and future rights and claims of the Obligor to any proceeds of an Assigned Asset.

6. The Obligor charges and agrees to charge by way of first floating charge all of its present and future:

- (a) assets and undertaking (wherever located) which are not effectively charged by way of first fixed mortgage or charge or assigned pursuant to clause 5.1 (Fixed charges), clause 5.2 (Security assignments) or any other provision of this Deed; and
- (b) (whether or not effectively so charged or assigned) heritable property and all other property and assets in Scotland.

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## 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:

- 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 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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## 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 Paula Irving / David Long

Company name Centric SPV 1 Limited

Address Studio 4

114 Power Road

Post town

County/Region London

Postcode W 4 5 P Y

Country England

DX

Telephone 0207 747 2300



### 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](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto: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](http://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. 283966  
CHARGE NO. 6**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 11 NOVEMBER 2009 AND CREATED BY  
AUTO-FACTORS LIMITED FOR SECURING ALL MONIES DUE  
OR TO BECOME DUE FROM THE COMPANY AND/OR ALL OR  
ANY OF THE COMPANIES NAMED THEREIN TO CENTRIC SPV 1  
LIMITED 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  
13 NOVEMBER 2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 NOVEMBER  
2009

*(Handwritten signature: QPX ADE)*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES