

MG01

Particulars of a mortgage or charge



100368/65

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.

WEDNESDAY



A16

AAEHAEVY

11/11/2009

272

COMPANIES HOUSE

1	Company details	4 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> For official use
Company number	0116641115	→ Filling in this form Please complete in typescript or in bold black capitals. All fields are mandatory unless specified or indicated by *
Company name in full	FOREST TRAFFIC SIGNALS LTD	
2	Date of creation of charge	
Date of creation	02 11 2009	
3	Description	
Description	Please give a description of the instrument (if any) creating or evidencing the charge, e.g. 'Trust Deed', 'Debenture', 'Mortgage', or 'Legal charge'. COMPOSITE GUARANTEE AND DEBENTURE	
4	Amount secured	
Amount secured	Please give us details of the amount secured by the mortgage or charge. Forest Traffic Signals 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 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

6.1 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:

- (a) by way of first fixed charge:
- (i) all Real Property;
- (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;
- (b) by way of first fixed charge:
- (i) all computers, vehicles, office equipment and other equipment; and
- (ii) the benefit of all contracts, licences and warranties relating to the same;
- (c) by way of first fixed charge all Securities;
- (d) by way of first fixed charge all Non-Vesting Domestic Debts and their proceeds now or in the future owing to the Obligor;
- (e) by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic Debts;
- (f) by way of first fixed charge all Non-Vesting Export Debts and their proceeds now or in the future owing to the Obligor;
- (g) by way of first fixed charge all Related Rights relating to any Non-Vesting Export Debts;
- (h) by way of first fixed charge all Other Proceeds;

(Continued)

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

- (l) by way of first fixed charge all Intellectual Property;
- (l) 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;
- (k) 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;
- (l) 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 Insurances, all claims under the Insurances and all proceeds of the Insurances; and
 - (b) Other Receivables not assigned under clause 5.2(a) above.

To the extent that any Assigned Asset described in clauses 5.2(a) and 5.2(b) 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.

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:

- 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.

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 Paula Irving / David Long

Company name Centric SPV 1 Limited

Address Studio 4

114 Power Road

Post town

Country/Region London

Postcode W 4 5 P Y

Country England

DX

Telephone 0208 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 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. 1664145
CHARGE NO. 4**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND
DEBENTURE DATED 2 NOVEMBER 2009 AND CREATED BY
FOREST TRAFFIC SIGNALS LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
CENTRIC SPV 1 LIMITED 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 11 NOVEMBER
2009

GIVEN AT COMPANIES HOUSE, CARDIFF THE 12 NOVEMBER
2009



Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES