00 5477 /23

In accordance with Sections 859A and 859J of the Companies Act 2006.

MR01
Particulars of a charge

Companies House

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 g... please ... gov.uk.

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

✗ What th...
You may ... register ... instrume...

WEDNESDAY
AAVIZS2R
A07 12/01/2022 #181
COMPANIES HOUSE

This form must be delivered to the Registrar f... 21 days beginning with the day after the date of c... 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.

1 Company details

For official use

Company number	0 2 6 8 5 9 0 7
Company name in full	PIAS UK LIMITED

→ Filling 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	d 0 5 m 0 1 y 2 0 2 2

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	Coutts & Company
	440 Strand, London, WC2R 0QS
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.

MR01
Particulars of a charge

4 Description

Please give a short description of any land (including buildings), ship, aircraft or intellectual property registered (or required to be registered) in the UK which is subject to this fixed charge or fixed security.

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

Description

5 Fixed charge or fixed security

Does the instrument include a fixed 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 chargor from creating any further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☑ Yes
☐ No

MR01
Particulars of a charge

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 X

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

MR01
Particulars of a charge

Presenter information

We will send the certificate to the address entered below. All details given here will be available on the public record. You do not have to show any details here but, if none are given, we will send the certificate to the company's Registered Office address.

Contact name: MARIA MERINO

Company name: Coutts & Company

Address: 20AN SECURITIES CENTRE
TRINITY QUAY I
AVON STREET

Post town: BRISTOL

County/Region:

Postcode: BS2 1PT

Country: United Kingdom

DX: 322301 BRISTOL 44

Telephone:

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

This form has been provided free of charge by Companies House.

CERTIFIED, SAVE FOR MATERIAL REDACTED PURSUANT TO S.895G OF THE COMPANIES ACT 2006, A S A TRUE ACCURATE AND UP TO DATE COPY OF THE ORIGINAL DOCUMENT

FOR AND ON BEHALF OF COUTTS & CO 440 STRAND

SIGNED

1 CASH Deposit All Direct **Charge of Deposit with the Bank Secs 32 (04/03)**

THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD TAKE INDEPENDENT LEGAL ADVICE BEFORE SIGNING AND SIGN ONLY IF YOU WANT TO BE LEGALLY BOUND. IF YOU SIGN AND THE BANK IS NOT PAID YOU MAY LOSE THE ASSET(S) CHARGED.

Date: 5TH JANUARY 2022

Definitions

Depositor: PIAS UK Limited (Company Registered Number 02685907) whose registered office is situate at 1 Bevington Path Bevington Path London SE1 3PW

Bank: Coutts & Co. (Company Registered Number 36695 whose registered office is situate at 440 Strand, London WC2R 0QS

Interest: Interest at the rate(s) charged to the Depositor by the Bank from time to time

Deposit: All deposits now and in the future credited to Account 05648181 with the Bank and any deposit or account of any other currency description or designation which derives in whole or in part from such deposits or Account

Depositor's Obligations: All the Depositor's liabilities to the Bank of any kind and in any currency (whether present or future actual or contingent and whether incurred alone or jointly with another) together with the Bank's charges and commission Interest and Expenses

Expenses: All expenses (on a full indemnity basis) incurred by the Bank at any time in connection with the Deposit or the Depositor's Obligations or in taking or perfecting this deed or in preserving defending or enforcing the security created by or pursuant to this deed or in exercising any power under this deed or otherwise with Interest from the date they are incurred

Required Currency: The currency or currencies in which the Depositor's Obligations are expressed from time to time

Charge

1 **The** Depositor covenants to discharge on demand the Depositor's Obligations and as a continuing security for such discharge and as absolute owner (and under English Law with full title guarantee) assigns to the Bank the Deposit subject to re-assignment on redemption

Powers of the Bank

2.1 **Despite** any term to the contrary in relation to the Deposit the Bank may at any time without notice (both before and after demand) appropriate the Deposit or any part of it in discharge of the whole or any part of the Depositor's Obligations

2.2 **Section 93(1)** of the Law of Property Act 1925 (under English Law) shall not apply to this deed

2.3 **In** addition to any lien or right to which the Bank may be entitled by law the Bank may from time to time without notice and both before and after demand set off any deposit or credit balance on any account of the Depositor with the Bank (including the Deposit) (whether or not that deposit or balance is due to the Depositor) against the whole or any part of the Depositor's Obligations

2.4 **The** Bank may exchange or convert to the Required Currency any currency held or received

Restrictions

3 **Despite** any term to the contrary in relation to any deposit or credit balance on any account of the Depositor with the Bank (including the Deposit) that deposit or balance will not be capable of being assigned dealt with mortgaged or charged (other than an assignment, mortgage or charge in favour of the Bank) and will not be repayable to the Depositor before all the Depositor's Obligations have been discharged but the Bank may without prejudice to this deed permit the Depositor to make withdrawals from time to time

Appropriation

4.1 **Subject** to Clause 4.2 the Bank may appropriate all payments received for the account of the Depositor in reduction of any part of the Depositor's Obligations as the Bank decides

4.2 **The** Bank may open a new account or accounts upon the Bank receiving actual or constructive notice of any charge or interest affecting the Deposit. Whether or not the Bank opens any such account no payment received by the Bank after receiving such notice shall (if followed by any payment out of or debit to the relevant account) be appropriated towards or have the effect of discharging any part of the Depositor's Obligations outstanding at the time of receiving such notice

Redesignation Renewal or Replacement of the Deposit

5.1 **If** the account in which the Deposit is held is changed replaced or redesignated this deed will apply to any deposit in the new or redesignated account from time to time

5.2 **If** the account in which the Deposit is held is changed replaced or redesignated, notwithstanding clause 5.1, the Depositor will at its own cost at the Bank's request execute any deed or document and take any action required by the Bank to complete or perfect an assignment of such new or redesignated account where appropriate in substitution of this deed and in consideration of the Debtor's Obligations

Preservation of other Security and Rights and Title Covenants

6.1 **This** deed is in addition to any other security present or future held by the Bank for the Depositor's Obligations and shall not merge with or prejudice such other security or any contractual or legal rights of the Bank

6.2 **The** Depositor covenants with the Bank that the Depositor:-

6.2.1 **Has** the right to assign the Deposit to the Bank free from all charges, encumbrances and other third party rights;

6.2.2 **The** Depositor will at the Depositor's own cost at the Bank's request execute any deed or document and take any action required by the Bank to complete or perfect the assignment of the Deposit to the Bank under Clause 1 (including, without limitation, making any intimation of such assignment) or further to secure on the Deposit the Depositor's Obligations

Notices

7.1 **Any** notice or demand by the Bank may be sent by post or fax or delivered to the Depositor at the Depositor's address last known to the Bank or if the Depositor is

7.1.1 **A** company may be served personally on any of its directors or its secretary

7.1.2 **A** limited liability partnership may be served personally on any of its members

7.2 **A** notice or demand by the Bank by post shall be deemed served on the day after posting

7.3 **A** notice or demand by the Bank by fax shall be deemed served at the time of sending

Governing Law

8 **This** deed shall be governed by and construed in accordance with English law

Interpretation

9.1 **The** expressions "Depositor" and "Bank" where the context admits include their respective successors in title and assigns

9.2 **If** two or more persons are included in the expression "Depositor" then the use in this deed of the word "Depositor" shall be deemed to refer to such persons both together and separately and the Depositor's Obligations shall be their joint and several obligations and each of them shall be primarily liable by way of indemnity for the liabilities to the Bank of the other or others of them

9.3 **If** the definition of "Deposit" refers to more than one deposit or account then the use in this deed of the word "Deposit" shall be deemed to refer to such deposits and/or accounts both together and separately

9.4 **The** expression "Deposit" includes all interest accrued or accruing in the future on it

9.5 **Interest** will be calculated both before and after demand or judgment on a daily basis and compounded according to agreement or in the absence of agreement monthly on such days as the Bank may select

9.6 **Each** of the provisions of this deed shall be severable and distinct from one another and if one or more of such provisions is invalid or unenforceable the remaining provisions shall not in any way be affected

9.7 **The** expression "set off" includes a right of retention, claim of compensation or balancing of accounts on insolvency

In Witness of which this deed has been duly executed

	)	
Signed and **Delivered** as a deed by	)	Director
the Depositor acting by a director	)	
and its secretary or two directors	)	
	)	Director/Secretary

FILE COPY

CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2685907

Charge code: 0268 590 7 0012

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th January 2022 and created by PIAS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 12th January 2022 .

Given at Companies House, Cardiff on 13th January 2022

Companies House

THE OFFICIAL SEAL OF THE REGISTRAR OF COMPANIES