

MG01

Particulars of a mortgage or charge



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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
register particulars of a charge for
a company. To do this, please
use form MG01s

WEDNESDAY



A21 *A1BXOBKY* 27/06/2012 #45
COMPANIES HOUSE

1 Company details

Company number 6 9 7 8 9 5 4

Company name in full PNA Business Consulting Limited

2 For official use

→ 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 1 5 0 6 2 0 1 2

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 Portfolio Reserve Application Form dated 15th June 2012 between PNA Business Consulting
Limited (the "Chargor") and Barclays Bank PLC (the "Secured Party") (the "Agreement")

4 Amount secured

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

Amount secured The amount secured is all sums that may be or become payable to
the Secured Party by the Chargor in respect of the Facility made
available under the Agreement

Please see continuation page 4 for definitions

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

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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

Barclays Bank PLC

Address

1 Churchill Place

London

Postcode

E 1 4 5 H P

Name

Address

Postcode

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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

1 Creation of Security

1 1 Mortgage

The Chargor mortgaged in the Secured Party's favour any shares forming part of the Investment on the date of the Agreement

1 2 Fixed charges

The Chargor charged in the Secured Party's favour by way of first fixed charge all their rights in

(a) the investments (to the extent they have not been mortgaged under paragraph 2 1 (Mortgage) of the Agreement),

(b) the Accounts, and

(c) the Third Party Deposits

1 3 Floating charge

The Chargor charged in the Secured Party's favour by way of first floating charge the Security Assets, to the extent not mortgaged under paragraph 2 1 (Mortgage) of the Agreement or charged under paragraph 2 2 (Fixed charges) of the Agreement (as laid out at paragraph 1 1 and 1 2 above)

3 Conversion of Floating Charge

3 1 Conversion by notice

The Secured Party may immediately convert the floating charge created under paragraph 2 3 (Floating charge) of the Agreement (as laid out in paragraph 1 3 above) into a fixed charge in relation to any Security Assets if

(a) an Enforcement Event has occurred, or

(b) The Secured Party considers any Security Asset subject to such floating charge to be in jeopardy, or

(c) The Secured Party considers that such conversion is desirable in order to protect the value of the Security Assets or the priority of the Portfolio Security

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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

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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 870)

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 866) 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)

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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 **Paul Hayward**

Company name **Barclays Bank PLC**

Address **1 Churchill Place**

Post town **London**

County/Region

Postcode **E 1 4 5 H P**

Country **United Kingdom**

DX

Telephone **0203 555 3139**



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

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4	Amount secured	
	Please give us details of the amount secured by the mortgage or charge	
Amount secured	<p>Definitions</p> <p>Account means any account or portfolio in respect of money or Investments the Chargor has with the Secured Party, their Affiliate or an Agent and all Related Rights,</p> <p>Agent means an agent, nominee, or custodian appointed by the Secured Party or any of their Affiliates,</p> <p>Affiliate means, in relation to a company, (i) its parent company, (ii) a company which it totally or partially owns and (iii) a company which its parent totally or partially owns,</p> <p>Client means Mr Peter & Mrs Nicola Abrams of 226 Liverpool Road, Longton, Preston, PR4 5YB</p> <p>Enforcement Event means failure by the Client or the Chargor to pay any amount when the Secured Party demands it or failure by the Client or the Chargor to perform any other obligation, or the occurrence of an event which means the Secured Party are entitled to exercise their rights in relation to the Security Assets,</p> <p>Event of Default means any of the events listed in paragraph 26 1 (Events of Default) of the Portfolio Reserve Service application form,</p> <p>Facility means each facility available to the Chargor, as notified to the Chargor in the Limit Letter or as agreed subsequently,</p> <p>Investments means any financial instrument or cash that the Chargor holds with, or any rights which the Chargor has against, the Secured Party, their Affiliate or an Agent, whether owned or held directly by the Chargor or to their order and all Related Rights,</p> <p>Portfolio Security means the Security the Chargor has created or attempted to create in the Secured Party's favour under the Third Party Security Agreement,</p> <p>Related Rights means, in relation to any asset (a) all rights or powers in respect of any part of that asset, (b) the proceeds of sale of all or any part of that asset, and (c) any other moneys paid or payable in respect of that asset,</p> <p>Security Agreement has the meaning given to it in the Portfolio Reserve Service application form,</p> <p>Security Assets , means all of the Chargor's assets which are or expressed to be subject to the Third Party Security Agreement</p> <p>Third Party Deposits means a deposit made by the Secured Party, their Affiliate or an Agent with a third party bank on the Chargor's behalf and all Related Rights</p>	

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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

3 2 Automatic conversion

The floating charge created under paragraph 2 3 (Floating charge) of the Agreement (as laid out at paragraph 1 3 above) will automatically and immediately be converted into a fixed charge over all of the Security Assets not already subject to an effective fixed charge

(a) if the Chargor takes any step to create any Security in breach of paragraph 6 (Restriction on dealings) of the Agreement over any of the Security Assets subject to such a floating charge, or
(b) if any person attempts to take control of any of the Security Assets subject to such a floating charge, or

(c) on the occurrence of an Event of Default or a demand for repayment

3 3 Reconversion to floating charge

The Secured Party may reconvert any floating charge which has crystallised into a fixed charge back into a floating charge



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

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

**COMPANY NO. 6978954
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES
HEREBY CERTIFIES THAT A PORTFOLIO RESERVE
APPLICATION FORM DATED 15 JUNE 2012 AND CREATED BY
PNA BUSINESS CONSULTING LIMITED FOR SECURING ALL
MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO
THE SECURED PARTY 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 27 JUNE 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 JULY 2012

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Companies House
— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES