

224175/65  
**MG01**

## Particulars of a mortgage or charge



**iris**  
LASERFORM

### 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

THURSDAY



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A29

21/03/2013

#91

COMPANIES HOUSE

For official use

**1**

### Company details

Company number

0 7 0 2 0 6 5 5

Company name in full

PES (BRISTOL) LIMITED

#### → 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

d1 d1 m0 m3 y2 y0 y1 y3

**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

PES (Bristol) 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)

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

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## 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		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Name	Centric SPV 1 Limited	
Address	69 Park Lane	
	Croydon, Surrey	
Postcode	C R O 1 J D	
Name		
Address		
Postcode		

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

Please give the short particulars of the property mortgaged or charged		<b>Continuation page</b> Please use a continuation page if you need to enter more details
Short particulars	<p>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</p> <ul style="list-style-type: none"><li>(a) by way of first fixed charge</li><li>(i) all Real Property,</li><li>(ii) all licences to enter upon or use land and the benefit of all other agreements relating to land, and</li><li>(iii) the proceeds of sale of all Real Property,</li><li>(b) by way of first fixed charge</li><li>(i) all computers, vehicles, office equipment and other equipment, and</li><li>(ii) the benefit of all contracts, licences and warranties relating to the same,</li><li>(c) by way of first fixed charge all Securities</li><li>(d) by way of first fixed charge all Non-Vesting Domestic Debts and their proceeds now or in the future owing to the Obligor,</li><li>(e) by way of first fixed charge all Related Rights relating to any Non-Vesting Domestic Debts,</li><li>(f) by way of first fixed charge all Non-Vesting Export Debts and their proceeds now or in the future owing to the Obligor,</li><li>(g) by way of first fixed charge all Related Rights relating to any Non-Vesting Export Debts,</li><li>(h) by way of first fixed charge all Other Proceeds,</li></ul> <p>(Continued)</p>	

# 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

- (i) by way of first fixed charge all Intellectual Property;
- (j) 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

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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 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).

### 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 Alex Chapman

Company name Bermans

Address

Post town

County/Region

Postcode

Country

DX 14116 Liverpool 1

Telephone 0151 224 0500



### 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](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. 7020655  
CHARGE NO. 1**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A COMPOSITE GUARANTEE AND  
DEBENTURE DATED 11 MARCH 2013 AND CREATED BY PES  
(BRISTOL) LIMITED FOR SECURING ALL MONIES DUE OR TO  
BECOME DUE FROM THE OBLIGOR 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  
21 MARCH 2013

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 25 MARCH 2013**



**Companies House**



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

