

MG01

Particulars of a mortgage or charge



5 21411/65

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 re-  
gister particulars of a charge for a S  
company. To do this, please u  
form MG01s

FRIDAY



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27/01/2012

#5

COMPANIES HOUSE

For official use

**1** Company details

Company number 0 1 4 7 3 7 2 1

Company name in full Reliance Security Group Limited (the "Company")

2

→ **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 d2 d6 m0 m1 y2 y0 y1 y2

**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 An English law security agreement dated 26 January 2012 and made between  
the Company, Reliance Corporation Limited, Reliance Enablement Limited,  
Reliance Executive Limited and Reliance Property Holdings Limited  
(together, the "Chargors") (1) and Aldbourne Enterprises Limited (the  
"Chargee") (2) (the "Security Agreement")

**4** Amount secured

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

Amount secured All present and future moneys, obligations and  
liabilities owed by each of the Chargors to the  
Chargee, whether actual or contingent and whether  
owed jointly or severally, as principal or surety  
and/or in any other capacity whatsoever, under or  
in connection with the Finance Documents (the  
"Secured Liabilities")

Capitalised terms are defined in the main body of  
this form MG01 or in the continuation pages to this  
form MG01

**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

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

Name Aldbourne Enterprises Limited

Address 81 Chester Square

London

Postcode S W 1 W 9 D P

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

As specified in Part 1 of the continuation sheets, together with the covenants and restrictions set out in Part 2 of the continuation sheets

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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 *Magfarian LLP*

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 Rachel Hamilton

Company name Macfarlanes LLP

Address 20 Cursitor Street

Post town

County/Region London

Postcode E C 4 A 1 L T

Country UK

DX DX No. 138 Chancery Lane

Telephone +44 (0)20 7849 2165



### 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)

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## 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

#### PART 1

#### Definitions

In this Form MG01, the following words shall have the same meanings respectively set out against them below

**Accounts** all accounts, and all moneys from time to time standing to the credit (including any interest thereon) of such accounts and all rights in relation thereto, with any bank, financial institution or other person in any jurisdiction at the date of the Security Agreement or at any time thereafter (and from time to time) owned, operated or held by the Chargors or in which the Chargors have an interest,

**Administrator** a person appointed in accordance with Sched B1 Insolvency Act 1986 to manage the Chargors' affairs, business and property,

**Assigned Agreements** any agreement to which a Chargor is party and which is designated as an "Assigned Agreement" by the Chargee,

**Charged Assets** all the assets for the time being subject to the Security created by the Security Agreement (and references to the Charged Assets include references to any part of them),

**Debts** all book and other debts, of any kind whatsoever at the date of the Security Agreement or at any time thereafter (and from time to time) due, owing or payable to each Chargor or in which a Chargor has an interest and the proceeds of the same, including the benefit of any judgement or order to pay a sum of money, and the benefit of all rights, securities and guarantees of any nature enjoyed or held by it in relation to the same,

**Equipment** all equipment, plant, machinery, tools, vehicles, furniture and other tangible moveable property at the date of the Security Agreement or at any time thereafter (and from time to time) owned by a Chargor, and any part thereof, together with the benefit of all contracts and warranties relating to the same,

**Finance Documents** as defined in the Junior Loan Agreement,

**Goodwill** all goodwill at the date of the Security Agreement or at any time thereafter (and from time to time) of or in a Chargor,

**Insurance Policies** all contracts and policies of insurance or assurance and all moneys payable under or pursuant to such policies, at the date of the Security Agreement or at any time thereafter (and from time to time) taken out by or on behalf of a Chargor or (to the extent of its interest) in which a Chargor has an interest excluding, in each case, contracts and policies of insurance or assurance which relate to liabilities to third parties,

**Intellectual Property** all interests in respect of any patent (including supplementary protection certificates), trade mark, service mark, trade name, registered design, design right, copyright, know-how, utility model, topographical or similar right, moral right, invention, confidential information, trade secret, database right, right in passing off and any other right in intellectual property subsisting anywhere in the world in any of the foregoing whether registered or unregistered and in each case, any registrations, extensions, renewals or applications of or for the same, at the date of the Security Agreement or at any time thereafter (and from time to time) owned or held by a Chargor or (to the extent of its interest) in which a Chargor has an interest,

**Junior Loan Agreement** the junior loan agreement dated on or about the date of the Security Agreement between Reliance Corporation Limited as Borrower, the Guarantors (as defined therein) and the Chargee as Lender,

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## 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

**Pension Fund Interests** all interests and rights at the date of the Security Agreement or at any time thereafter (and from time to time) owned or held by a Chargor in relation to any pension fund,

**Properties** all estates or interests in any freehold and leasehold properties (whether registered or unregistered) and all commonhold or other immoveable properties at the date of the Security Agreement or at any time thereafter (and from time to time) owned by a Chargor (including the freehold property known as Surety House, 150 Hampton Road West, Feltham TW13 6BE with title number NGL383774) but excluding in each case Short Leasehold Properties,

**Property Interests** all interests in or over the Properties and all rights, licences, guarantees, rents, deposits, contracts, covenants and warranties relating to the Properties, in each case, at the date of the Security Agreement or at any time thereafter (and from time to time) owned or held by a Chargor,

**Receiver** a person appointed by the Chargee to be a receiver or receiver and manager or (if permitted by law) an administrative receiver of all or any part of the Charged Assets,

**Securities** all stocks, shares, loan capital, securities, bonds and investments of any kind whatsoever (whether or not marketable) at the date of the Security Agreement or at any time thereafter (and from time to time) owned by a Chargor, or in which a Chargor has an interest, together with all allotments offered or arising in respect thereof or incidental thereto and all stocks, shares, loan capital, securities, bonds, investments, rights, income, money or property accruing, deriving, offered or paid from time to time by way of dividend, distribution, interest, exchange, capital reorganisation, conversion, redemption, bonus, rights, preference, option or otherwise in respect thereof,

**Security** a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect,

**Short Leasehold Properties** all leasehold properties for a term of less than 15 years unexpired at the date of acquisition of the lease (whether registered or unregistered) owned by a Chargor under which it is obliged to pay a rack rent, save where the continuing occupation of the relevant land or, as the case may be, property is required in order to carry on the business and operations of a Chargor, and

**Uncalled Capital** all the uncalled capital at the date of the Security Agreement or at any time thereafter (and from time to time) of a Chargor

### Short particulars of all property mortgaged or charged

Under the Security Agreement, as a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee

- 1 granted to the Chargee, a charge by way of legal mortgage over the freehold property known as Surety House, 150 Hampton Road West, Feltham TW13 6BE with title number NGL383774,
- 2 charged to the Chargee, by way of fixed charge, all its
- 2 1 Properties acquired by it after the date of the Security Agreement,
- 2 2 Property Interests,
- 2 3 Equipment,
- 2 4 Securities,

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## 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

- 2 5 Intellectual Property,
- 2 6 Debts,
- 2 7 Accounts,
- 2 8 Pension Fund Interests,
- 2 9 Goodwill and Uncalled Capital, and
- 2 10 rights, title and interest to any agreement, licence, consent or authorisation relating to its business at any time not otherwise mortgaged, charged or assigned pursuant to paragraphs 1 - 4 inclusive
- 3 assigned to the Chargee absolutely, subject to a proviso for reassignment on redemption, all of its right, title and interest in and to the Insurance Policies, and
- 4 assigned to the Chargee absolutely, subject to a proviso for reassignment on redemption, the benefit of the Assigned Agreements to which it is a party or an addressee and any claims arising under any of the same, and the benefit of any guarantee or security for the performance of the Assigned Agreements

Under the Security Agreement, as a continuing security for the payment or discharge of the Secured Liabilities, the Company with full title guarantee charged to the Chargee, by way of floating charge, all of its undertaking and assets at any time not effectively mortgaged, charged or assigned pursuant to paragraphs 1 - 4 inclusive above

The Security Agreement provides that on the occurrence of any of certain specified events the floating charge created by it will automatically and immediately (without notice) be converted into a fixed charge over the assets subject to that floating charge

The Security Agreement also provides that if any of certain specified events occurs the Chargee may at any time thereafter, by notice to Reliance Corporation Limited, convert the floating charge created by the Security Agreement with immediate effect into a fixed charge over all or any of the floating charge assets specified in such notice

Any asset acquired by the Company after any conversion of the floating charge created under the Security Agreement as described in the two preceding paragraphs which but for such conversion would be subject to a floating charge shall, unless the Chargee confirms in writing to the contrary, be charged to the Chargee by way of first fixed charge

There is excluded from the security created by the Security Agreement any leasehold property held by the Company under a lease which precludes either absolutely or conditionally (including requiring the consent of any third party) the Company from creating any charge over its leasehold interest in that property (each an "**Excluded Property**") until the relevant condition or waiver has been satisfied or obtained. Immediately upon receipt of the relevant waiver or consent, the relevant formerly Excluded Property shall stand charged to the Chargee

If the Company acquires any freehold or leasehold property, whether registered or unregistered, (other than any Short Leasehold Property) it must, immediately on request by the Chargee, execute and deliver to the Chargee a legal mortgage in favour of the Chargee of that property in such form as the Chargee may require (or such other Security in the jurisdiction where such property is located as the Chargee may require)

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## 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

#### PART 2

#### Covenants and Restrictions

- 1 Under the Security Agreement, the Company covenanted with the Chargee that it will not at any time except in accordance with the terms of the Junior Loan Agreement
  - 1 1 create or purport to create or permit to subsist any Security on or in relation to the Charged Assets, or
  - 1 2 enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer, surrender or otherwise dispose of or cease to exercise control of all, or part of any interest in any Charged Assets
  - 2 In the Security Agreement, the Company has undertaken that it shall not sell, factor, discount, release, exchange, compound, set-off, grant time or indulgence in respect of, or in any other manner deal with, all or any of the Debts save as expressly provided in the Security Agreement
  - 3 Under the Security Agreement the Company must, if called upon so to do by the Chargee, execute a legal assignment of the Debts to the Chargee in such terms as the Chargee may require and give notice thereof to the debtors from whom the Debts are due, owing or incurred
  - 4 Under the Security Agreement the Company must, promptly upon request by the Chargee or any Receiver or Administrator, at its own expense, take whatever action the Chargee or a Receiver or Administrator may require for
    - 4 1 creating, perfecting or protecting any security intended to be created by or pursuant to the Security Agreement,
    - 4 2 facilitating the realisation of any Charged Asset,
    - 4 3 exercising any right, power or discretion conferred on the Chargee, or any Receiver or any Administrator or any of their respective delegates or sub-delegates in respect of any Charged Asset, or
    - 4 4 creating and perfecting security in favour of the Chargee (equivalent to the security intended to be created by the Security Agreement) over any assets of the Company located in any jurisdiction outside England and Wales
- This includes
- (i) the re-execution of the Security Agreement,
  - (ii) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Chargee or to its nominee, and
  - (iii) the giving of any notice, order or direction and the making of any filing or registration,





## **CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE**

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

**COMPANY NO. 1473721  
CHARGE NO. 2**

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT AN ENGLISH LAW SECURITY  
AGREEMENT DATED 26 JANUARY 2012 AND CREATED BY  
RELIANCE SECURITY GROUP LIMITED FOR SECURING ALL  
MONIES DUE OR TO BECOME DUE FROM THE CHARGORS TO  
ALDBOURNE ENTERPRISES 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 27 JANUARY 2012

GIVEN AT COMPANIES HOUSE, CARDIFF THE 2 FEBRUARY  
2012

*Ap*



*Companies House*  
— for the record —



THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES