

MG01

Particulars of a mortgage or charge

129801

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LASE FORM

**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**

You cannot use this form to register particulars of a charge for a company. To do this, please use form MG01s

MONDAY



\*AXP0714P\*

A12

08/03/2010

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COMPANIES HOUSE

1

**Company details**

Company number 0 4 3 0 4 0 0 2

Company name in full Reinsurance Finance Management Limited (the "Owner")

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 \*

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**Date of creation of charge**

Date of creation d2 d4 m0 m2 y2 y0 y1 y0

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 Debenture dated 24 February 2010 between the Owner and the Bank (as defined below) (the "Debenture")

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**Amount secured**

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

Amount secured

The Owner will pay to the Bank on demand all its Obligations (as defined below) The Owner's Obligations are all the Owner's liabilities to the Bank (present, future, actual or contingent and whether incurred alone or jointly with another) and include

(i) interest at the rate charged by the Bank, 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 the days selected by the Bank ("Interest"), and

(ii) any expenses the Bank or a receiver incurs (on a full indemnity basis and with Interest from the date of payment) in connection with.

**Continuation page**

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

# MG01 - continuation page

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### Amount secured

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

Amount secured

- (a) the Property (as defined below), and
  - (b) taking, perfecting, protecting, enforcing or exercising any power under the Debenture,
- (the "**Obligations**").

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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	National Westminster Bank Plc (the "Bank")
Address	135 Bishopsgate
	London
Postcode	E C 2 M 3 U R
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

#### 1 CHARGE

The Owner, as a continuing security for its Obligations and with full title guarantee, has given to the Bank

1.1 a fixed charge over the following property of the Owner, owned at the date of the Debenture or in the future

- (i) all Land (as defined below) vested in or charged to the Owner, all fixtures and fittings attached to that land and all rents receivable from any lease granted out of that Land,
- (ii) all plant and machinery, including any associated warranties and maintenance contracts,
- (iii) all the goodwill of the Owner's business,
- (iv) any uncalled capital,
- (v) all stock, shares and other securities held by the Owner at any time in any Subsidiary (as defined below) and all income and rights relating to those stocks, shares and securities,
- (vi) all intellectual property, licences, claims, insurance policies, proceeds of any insurance and any other legal rights;
- (vii) the benefit of any hedging arrangements, futures transactions or treasury instruments, and

1 2 a floating charge over all the other property, assets and rights of the Owner owned at the date of the Debenture or in the future which are not subject to an effective fixed charge under the Debenture or under any other security held by the Bank

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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

#### 2 RESTRICTIONS

The Owner will not, without the Bank's consent

- (i) permit or create any mortgage, standard security, charge or lien on the Property,
- (ii) dispose of any Property which is the subject of a fixed charge under the Debenture,
- (iii) dispose of any Property which is the subject of a floating charge under the Debenture, other than in the ordinary course of business;
- (iv) call on, or accept payment of, any uncalled capital,
- (v) deal with its book and other debts, except by collecting them in the ordinary course of its business. In particular, the Owner will not realise its book and other debts by means of invoice discounting or factoring arrangements;
- (vi) grant, or accept a surrender of, any lease or licence of any of its Land or consent to a tenant assigning or sub-letting, and
- (vii) dispose of, part with or share possession or occupation of any of its Land

#### Notes:

"**control**" means the ability to appoint or remove directors or exercise the majority of voting rights, alone or with the agreement of others and "**controlled**" will be construed accordingly

"**Land**" means any interest in heritable, freehold or leasehold land

"**Property**" means the property charged by the Debenture and includes any part of it

"**Subsidiary**" means an entity controlled, directly or indirectly, by the Owner or by a Subsidiary of the Owner

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## Particulars of a mortgage or charge

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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

N/A

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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 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).

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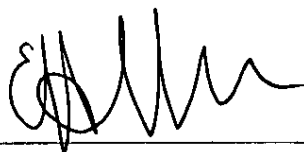
### Signature

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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## 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 **Kamal Arulvel (Ref R0399 00617)**

Company name  
**Berwin Leighton Paisner LLP**

Address **Adelaide House**

**London Bridge**

**London**

Post town

County/Region

Postcode **E C 4 R 9 H A**

Country

DX **92 LONDON/CHANCERY LN**

Telephone **+44 (0)20 7760 1000**



### 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](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. 4304002  
CHARGE NO. 1**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A DEBENTURE DATED 24  
FEBRUARY 2010 AND CREATED BY R&Q LIQUIDITY  
MANAGEMENT LIMITED FOR SECURING ALL MONIES DUE OR  
TO BECOME DUE FROM THE COMPANY FORMERLY KNOWN  
AS REINSURANCE FINANCE MANAGEMENT LIMITED TO  
NATIONAL WESTMINSTER BANK PLC ON ANY ACCOUNT  
WHATSOEVER WAS REGISTERED PURSUANT TO CHAPTER 1  
PART 25 OF THE COMPANIES ACT 2006 ON THE 8 MARCH 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 10 MARCH 2010**

*Ex. Seb.*



*Companies House*  
— for the record —



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