

# MG01

## Particulars of a mortgage or charge



010818/247

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 Scottish company. To do this please use MG01s.

FRIDAY



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15/01/2010

236

COMPANIES HOUSE

1

### Company details

6

For official use

Company number

0 1 0 2 5 5 4 7

Company name in full

Alex Reid Limited (the "Chargor")

### → 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

0 8 0 1 2 0 1 0

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

Security agreement dated 8 January 2010 (the "**Security Agreement**") between the Chargor and The Royal Bank of Scotland plc for itself and as agent and trustee for each of the Secured Creditors (the "**Security Agent**").

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### Amount secured

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

Amount secured

Please see attached Continuation Page.

### 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

The Royal Bank of Scotland plc

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

Please see attached Continuation Page.

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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 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 *Insent Masons 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 Robert King

Company name Pinsent Masons LLP

Address 3 Hardman Street

Post town Manchester

County/Region

Postcode

M 3 3 A U

County

ox 14490 Manchester 2

Telephone 0161 234 8302



### 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 the 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)**

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**Particulars of a mortgage or charge**

**4**

**Amount secured**

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

Amount secured

Any Pension Liabilities and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred by any Obligor to any Secured Creditor in any currency under the Finance Documents and the Hard Exposure Facility Documents except for:

a) any sum, liability, or obligation which, if it were so included, would result in the Security Agreement contravening any law;

b) any liabilities in favour of the Pension Fund Trustees to the extent exceeding the amount referred to in the definition of Pension Liabilities;

c) any liabilities in favour of the Facility Agent, the Security Agent, the Lenders and the Ancillary Lenders to the extent exceeding the amount referred to in the definition of Facilities Liabilities; and

d) any liabilities in favour of the HE Provider to the extent exceeding the amount referred to in the definition of Hard Exposure Liabilities.

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars

#### 1. Legal Mortgages

The Chargor charged and agreed to charge by way of first legal mortgage:

- (a) all Real Estate in England and Wales vested in it on the date of the Security Agreement including without limitation as set out in Part 1 of Schedule 1 to this form (if any); and
- (b) all Group Shares belonging to it on the date of the Security Agreement.

#### 2. Fixed Charges

The Chargor charged and agreed to charge by way of first fixed charge all its rights, title and interest from time to time in and to:

- (a) Real Estate (to the extent that they are not the subject of a mortgage under paragraph 1 above).
- (b) Investments (to the extent that they are not the subject of a mortgage under paragraph 1 above).
- (c) plant, machinery, vehicles, office equipment, computers and other chattels (excluding any forming part of its stock in trade or work in progress) and all Related Rights,
- (d) Accounts,
- (e) to the extent not effectively assigned under clause 3.3 (Assignments) of the Security Agreement as set out in paragraph 3 below, Insurance Policies and the Assigned Agreements to which it is party,
- (f) any goodwill and rights in relation to its uncalled capital,
- (g) the benefit of all consents and agreements held by it in connection with the use of any of its assets,
- (h) Intellectual Property,
- (i) any beneficial interest, claim, or entitlement of it to any assets of any pension fund, and
- (j) Monetary Claims.

#### 3. Assignments

The Chargor assigned absolutely and agreed to assign absolutely all its rights, title and interest from time to time in and to:

- (a) all amounts payable to it under or in connection with its Insurance Policies,

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## Particulars of a mortgage or charge

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars

and

(b) each Assigned Agreement to which it is a party.

#### 4. Floating charge

(a) The Chargor charged by way of first floating charge all its present and future undertaking and assets of whatever type and wherever located.

(b) The floating charge created by the Chargor pursuant to paragraph 3.4.1 of the Security Agreement as set out in sub-section (a) of this paragraph 4 shall be deferred in point of priority to all other Security.

(c) The floating charge created by the Chargor pursuant to paragraph 3.4.1 of the Security Agreement as set out in sub-section (a) of this paragraph 4 shall be a "qualifying floating charge" for the purposes of paragraph 14.2(a) of Schedule B1 to the Insolvency Act 1986, and paragraph 14 of Schedule B1 to the Insolvency Act 1986 shall apply to the Security Agreement.

#### 5. Restrictions on dealings

The Chargor may not:

(a) create or permit to subsist any Security Interest on any of the Security Assets; or

(b) (whether by a single transaction or a number of related or unrelated transactions and whether at the same time or over a period of time) dispose of all or any part of the Security Assets,

unless permitted to do so under the Facilities Agreement

#### 6. Further Assurances

The Chargor shall, at its own expense, take whatever action the Security Agent or a Receiver may require or consider expedient for:-

(a) creating, perfecting or protecting any Security Interest intended to be created by or pursuant to the Security Agreement;

(b) facilitating the realisation of any Security Asset on and after the occurrence of an Enforcement Event;

(c) creating and perfecting security in favour of the Security Agent over the assets of the Chargor located in any jurisdiction outside England and Wales; or

(d) facilitating the exercise of any right, power or discretion exercisable by the Security Agent or any Receiver in respect of any Security Asset,

including:-

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### Particulars of a mortgage or charge

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Please give us the short particulars of the property mortgaged or charged.

Short particulars

(i) the execution of any legal mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Security Agent or to its nominee; and

(ii) the giving of any notice, order or direction and the making of any filing or registration,

which, in any such case, the Security Agent may think expedient.



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## Particulars of a mortgage or charge

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Short particulars

#### DEFINITIONS

**"Accession Document"** means a deed of accession substantially in the form set out in Schedule 6 (Form of Deed of Accession) of the Security Agent (or such other form as the Security Trustee approves)

**"Account"** means a Cash Collateral Account or Collection Account

**"Ancillary Lenders"** shall have the meaning give to it in the Facilities Agreement

**"Assigned Agreement"** means the Material Contracts and any other agreement designated as an Assigned Agreement by the Chargor and the Security Agent and (in each case) all Related Rights

**"Cash Collateral Account"** means, in relation to the Chargor:

- (a) any account specified as such in Part 3 of Schedule 1 to this form (if any) and all Related Rights; and
- (b) any other account so designated by the Chargor and the Security Agent and all Related Rights

**"Collection Account"** means, in relation to the Chargor:

- (a) any account specified as such in Part 3 of Schedule 1 to this form (if any) of the Security Agreement and all Related Rights; and
- (b) any other account opened or maintained by it (other than a Cash Collateral Account) and all Related Rights

**"Enforcement Event"** means:

- (a) the occurrence of an Event of Default pursuant to which the Facility Agent exercises any of its rights under Clause 26.19 (Acceleration) of the Facilities Agreement; or
- (b) a Hedge Counterparty instructs the Security Agent to take Enforcement Action (as defined in the Intercreditor Agreement) pursuant to clause 5.4.2 of the Intercreditor Agreement

**"Facilities Agreement"** means, the agreement dated 18 December 2009 between, among others, the Company and the Royal Bank of Scotland plc as Facility Agent

**"Facility Agent"** shall have the meaning given to it in the Facilities Agreement

**"Finance Documents"** shall have the meaning given to it in the Facilities Agreement

**"Group Shares"** means, in relation to the Chargor, the shares in any member of the Group owned legally or beneficially by it or held by the Security Agent or any nominee on its behalf (including the shares identified in respect of the Chargor in Part 2 of Schedule 1 to this form (if any) of the Security Agreement (if any)) and all Related Rights

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars

**"Hard Exposure Liabilities"** means any and all present and future sums, liabilities and obligations (actual or contingent and whether owed or solely or jointly with any other person or whether as principal or surety) owing, payable or incurred by any Obligor to the HE Provider under the Hard Exposure Facility Documents up to an aggregate amount not exceeding £1,010,000

**"HE Provider"** shall have the meaning given to it in the Facilities Agreement

**"Hedge Counterparties"** shall have the meaning given to it in the Facilities Agreement

**"Insurance Policy"** means, in relation to the Chargor, any contract or insurance of any kind (other than in relation to third party liabilities or similar claims) in which the Chargor has an interest from time to time and all Related Rights

**"Intellectual Property"** shall have the meaning given to it in the Facilities Agreement

**"Investments"** means, in relation to the Chargor, any stock, share, debenture, loan stock, security, bond, warrant, coupon, interest in any investment fund and any other investment (whether or not marketable) whether held directly by or to the order of the Chargor or by any trustee, fiduciary or clearance system on its behalf (including the Group Shares) and all Related Rights

**"Johnson Group Staff Pension Scheme"** means the occupational pension scheme established by the trust deed dated 30 September 1925 of which the Chargor is the current principal employer

**"Lenders"** shall have the meaning given to it in the Facilities Agreement

**"Material Contracts"** means those contracts listed in Part 4 of Schedule 1 to this form (if any) and such other contracts in which the Chargor has an interest as may be agreed from time to time between the Chargor and the Security Agent

**"Monetary Claims"** means, in relation to the Chargor, any book and other debts and monetary claims owing to the Chargor (other than in respect of any Account) and all Related Rights

**"Obligor"** shall have the meaning given to it in the Facilities Agreement

**"Pension Fund Trustees"** means the pension fund trustees of each of Johnson Group Staff Pension Scheme, the Semara Augmented Pension Plan and the WML Final Salary Pension Scheme

**"Pension Liabilities"** means any and all present and future sums, liabilities and obligations (actual or contingent and whether owed solely or jointly with any other person and whether as principal or surety) owing, payable or incurred in respect of the Schemes on a joint and several basis up to an aggregate amount not exceeding in aggregate £28,000,000

**"Real Estate"** means, in relation to the Chargor:

(a) any freehold, leasehold, licence or other interest in any immovable property

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## Particulars of a mortgage or charge

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars

(including the property identified in respect of the Chargor in Part 1 of Schedule 1 to this form (if any)) and all Related Rights, and

- (b) any buildings, trade and other fixtures or fittings forming part of such property and all Related Rights

**"Receiver"** means a receiver and manager or other receiver appointed under the Security Agreement in respect of the Security Assets and shall, if allowed by law, include an administrative receiver

**"Related Rights"** means, in relation to any asset:

- (a) all rights under any licence, agreement for sale or agreement for lease or other use in respect of all or any part of that asset;
- (b) all rights, powers, benefits, claims, contracts, warranties, remedies, covenants for title, security, guarantees or indemnities in respect of any part of that asset;
- (c) the proceeds of sale of all or any part of that asset; and
- (d) any other moneys paid or payable in respect of that asset

**"Schemes"** means the Johnson Group Staff Pension Scheme, the Semara Augmented Pension Plan and the WML Final Salary Pension Scheme

**"Secured Creditors"** means the Facility Agent, the Security Agent, the Lenders, the Hedge Counterparties, the Ancillary Lenders, the HE Provider and the Pension Fund Trustees

**"Security"** means any Security Interest created under or pursuant to the Security Agreement

**"Security Assets"** means all the assets and undertaking of the Chargor from time to time mortgaged, charged or assigned (or expressed to be mortgaged, charged or assigned) pursuant to the Security Agreement

**"Security Interest"** shall have the meaning given to it in the Facilities Agreement

**"Semara Augmented Pension Plan"** means the occupational pension scheme established by an interim trust dated 15 December 1980 of which the Chargor is the current principal employer

**"WML Final Salary Pension Scheme"** means the occupational pension scheme established by an interim trust deed dated 5 April 1996 of which SGP Property & Facilities Management Limited is the current principal employer

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## Particulars of a mortgage or charge

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars

#### SCHEDULE 1

#### PART 1

#### REAL ESTATE

Address	Legal description	Registered holder
Birmingham – Aldridge Road, Perry Barr	Freehold land and buildings on the west side of Aldridge Road, Perry Barr and freehold land known as 105-111 (odd numbers), 111B Aldridge Road, Perry Barr registered with title numbers WM173546 and WM173543	Johnson Group Properties plc
Bristol – 348 Southmead Road, Clifton	Freehold land known as 348 Southmead Road and land at the rear, Southmead, Bristol registered with title number AV130972	Johnson Group Properties plc
Bury St Edmunds	Freehold land known as 31/31A Butter Market, Bury St Edmunds IP33 1DW registered with title number SK285291	Johnson Cleaners UK Limited
Dorking	Freehold land known as 48 High Street, Dorking registered with title number SY393822	Johnson Cleaners UK Limited
Exeter – Cowley Bridge Road	Freehold land and buildings on the west side of Cowley Bridge Road, Exeter registered with title number DN117404	Johnson Group Properties plc
Gateshead – Team Valley Trading Estate	Leasehold land and buildings on the west side of Kingsway North, Team Valley Trading Estate, Gateshead registered with title number TY166245	Johnson Group Properties plc
Harrogate – 28 ABC Leeds Road	Freehold land known as 28 28A 28B and 28C Leeds Road, Harrogate comprised in a Conveyance dated 30 September 1981 made between Hallcroft Trust Limited (1) Clarks Dyeworks Limited (2) and Johnson Group Cleaners Properties Limited (3) registered with title number NYK356283	Johnson Cleaners UK Limited
Kingston Upon Hull – Land & Buildings on North side of Oslo Road	Freehold land and buildings on the north side of Oslo Road, Kingston Upon Hull registered with title number HS254452	Johnson Group Properties plc

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## Particulars of a mortgage or charge

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars			
Leeds – Stoney Rock Lane	Freehold land and buildings known as 150 Stoney Rock Lane, Leeds comprised in an omnibus Conveyance and Assignment dated 7 September 1953 made between John Crockatt Limited (1) and Johnson Brothers (Dyers) Properties Limited (2) registered with title number WYK881006	Johnson Group Properties plc	
Letchworth – Land at Pixmore Avenue	Leasehold land and buildings on the East side of Pixmore Avenue, Letchworth more particularly described firstly in the Lease dated 16 September 1948 made between First Garden City Limited (1) and Letchworth Economic Laundry Limited (2) as varied by a deed of variation dated 18 November 1969 between Letchworth Garden City Corporation (1) and J. Lyons & Company Limited (2) (the first lease) and secondly in the Lease dated 29 April 1971 made between Letchworth Garden City Corporation (1) and J. Lyons and Company Limited (2) (the second lease) and thirdly in the Lease dated 2 August 1994 made between Letchworth Garden City Corporation (1) and Johnson Group Cleaners Properties PLC (2) (the third lease) which third lease is registered with title number HD326318	Johnson Group Properties plc	
Nottingham – Fox Grove Works	Freehold land and buildings on the north west side of Fox Grove, Basford registered with title number NT355997	Semara Estates Limited	
Peterlee	Freehold land on the north side of Shotton Road, Peterlee and 3 Burdon Drive, North West Industrial Estate, Peterlee SR8 2JH registered with title numbers DU243185 and DU204948	Johnson Group Properties plc	
Shaftesbury – Christy's Lane	Freehold land and buildings at Christys Lane, Shaftesbury registered with title number DT226243	Johnson Group Properties plc	
Shaftesbury – Wincombe Business Park	Freehold land known as Plot 23 Wincombe Business Park, Littledown, Shaftesbury registered with title number DT272469	Johnson Group Properties plc	
Shoreham Brighton	Freehold land and buildings known as Fishergate Dyeworks, Southwick, Brighton, West Sussex comprised in an omnibus Conveyance and Assignment dated 7 September 1953 between Flinn &	Johnson Group Properties plc	

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## Particulars of a mortgage or charge

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars		Son Limited (1) and Johnson Brothers (Dyers) Properties Limited (2) registered with title number WSX315755	
	Sidmouth – 11 High Street	Freehold land known as 11 High Street, Sidmouth registered with title number DN103633	Johnson Cleaners UK Limited
	Treforest – Unit 14, Treforest Industrial Estate	Leasehold land at Unit 14 Treforest Industrial Estate, Treforest, Pontypridd comprised in an Underlease dated 19 August 1963 made between The Industrial Estates Management Corporation for Wales (1) and Alpha Dry Cleaners Ltd (2) and leasehold land on the north-west side of Unit 15, Treforest Industrial Estate, Pontypridd registered with title number CYM96329	Johnson Group Properties plc
	Uttoxeter – Holly Road	Freehold land and buildings on the north side of Heath Road and the east side of Heath Cross, Uttoxeter registered with title number SF347232	Johnson Group Properties plc

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars

#### SCHEDULE 1

#### PART 2

#### GROUP SHARES

Chargor	Member of the Group	Number and class of shares	Details of nominees holding legal title
Acame Holdings Limited	Acame (South East) Limited	49 Ordinary	N/A
Acame Holdings Limited	Acame Maintenance (South West) Limited	49 Ordinary	N/A
Acame Holdings Limited	Acame Projects (South West) Limited	49 Ordinary	N/A
Johnson Service Group plc	Jeeves USA Limited	2 Ordinary	N/A
Johnson Service Group plc	CCM Limited	2 Ordinary	N/A
Johnson Service Group plc	Cleanologist Limited	50,000 Ordinary	N/A
Johnson Service Group plc	Clifton Cleaning Limited	10,000 Ordinary	N/A
Johnson Service Group plc	Quality Textile Services Limited	72,000 Ordinary  7,250 Cumulative 6% Preference  20,000 10% Cumulative 2nd Preference  24,000 4% Non-Cumulative 3rd Preference	N/A
Johnson Service Group plc	Farlane Johnson Limited	33,000 Ordinary	N/A

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Please give us the short particulars of the property mortgaged or charged.

Short particulars				
	Johnson Service Group plc	Greenearth Cleaning Limited	1 Ordinary Share	N/A
	Johnson Service Group plc	Greenearth Cleaning Europe Limited	475,000 Ordinary	N/A
	Johnson Service Group plc	Johnson Group Cleaners Limited	2 Ordinary	N/A
	Johnson Service Group plc	Johnson Group Cleaners Properties Limited	2 Ordinary	N/A
	Johnson Service Group plc	Johnson Group Cleaners Trustee Company (No. 1) Limited	15,500 Ordinary	N/A
	Johnson Service Group plc	Johnson Group Cleaners Trustee Company (No. 2) Limited	4,000 Ordinary	N/A
	Johnson Service Group plc	Johnson Group Management Services Limited	50,000 Ordinary	N/A
	Johnson Service Group plc	Stalbridge Linen Services Limited	2 Ordinary	N/A
	Johnson Service Group plc	Wintex UK Limited	10,000 Ordinary	N/A
	Johnson Service Group plc	Workplace Direct Limited	440,000 Ordinary	N/A
	Johnson Service Group plc	Alex Reid Limited	191,800 Ordinary 3 Ordinary A	N/A
	Johnson Service Group plc	Macrocom (840) Limited	109,016 Ordinary	N/A
	Johnson Service Group plc	Jeeves of Belgravia Limited	285,562 Ordinary B 2,570,056 Ordinary A	N/A
	Johnson Service Group plc	Johnsons Blue Limited	2 Ordinary	N/A



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Please give us the short particulars of the property mortgaged or charged.

Short particulars	Johnson Service Group plc	Johnson (CCG) Limited	2 Ordinary	N/A
	Johnson Service Group plc	Johnson Environmental Limited	50,000 Ordinary	N/A
	Johnson Service Group plc	Johnson Workplace Management Limited	250 Ordinary	N/A
	Johnson Service Group plc	Johnson Finance Limited	60,000,002 Ordinary	N/A
	Johnson Service Group plc	Johnson Group Inc (UK) Limited	2 Ordinary	N/A
	Johnson Service Group plc	Johnson Group Properties PLC	475,000 Ordinary	N/A
	Johnson Service Group plc	Johnson Hospitality Services Limited	266,668 Ordinary	N/A
	Johnson Service Group plc	Johnson Investment Limited	63,915,161 Ordinary 203,703,514 Ordinary A	N/A
	Johnson Service Group plc	Martin Mills Limited	10,000 Ordinary	N/A
	Johnson Service Group plc	Cleanology Limited	209,543,210 Ordinary	N/A
	Johnson Service Group plc	SGP Property Services Limited	7,479 Ordinary A	N/A
	Johnson Cleaners UK Limited	Johnson Sketchley Limited	1 Ordinary	N/A
	Johnson Cleaners UK Limited	Roll Clean Limited	890 Ordinary 100,110 Non Voting	N/A
	Johnsons Apparelmaster Limited	Personalised Safety Services Limited	1 Ordinary	N/A
	Johnsons Apparelmaster Limited	Cleanology Limited	1,000,000,000 Ordinary	N/A

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#### Short particulars

Johnson Workplace Management Limited	SGP Property and Facilities Management Limited	45,000 Ordinary A 3,055,000 Ordinary	N/A
Johnson Workplace Management Limited	Sub-co 21 Limited (formerly known as Workplace Engineering Limited)	8,000 Ordinary B 5,000 Ordinary A	N/A
Johnson Workplace Management Limited	Acame Holdings Limited	125 Ordinary B 375 Ordinary A	N/A
Johnson Workplace Management Limited	Johnson Education (New London) Limited	2 Ordinary	N/A
Johnson Workplace Management Limited	Johnson QRS Limited	1 Ordinary	N/A
Johnson Workplace Management Limited	Johnson Workplace Management Scotland Limited	149,991,757 Ordinary	N/A
Johnson Workplace Management Limited	Workplace Management (Healthcare) Limited	2 Ordinary	N/A
Johnson Workplace Management Limited	Workplace Management Westminster Limited	1 Ordinary	N/A
Semara Group Limited	Johnsons Apparelmaster Limited	104,504,300 Ordinary 6,000 Ordinary	N/A
Semara Group Limited	Semara Contract Services Limited	28,377,202 Ordinary	N/A
Semara Group Limited	Johnson Cleaners UK Limited	202 Ordinary	N/A
Semara Contract Services Limited	JSG PLC	366,018 Ordinary	N/A
Semara Contract Services Limited	Warrender Aircraft Services Limited	7,911,000 Ordinary	N/A

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Short particulars				
	Semara Contract Services Limited	Semara Estates Limited	3,134,027 Ordinary	N/A
	Semara Contract Services Limited	Johnsons Apparelmaster Limited	13,529,411 Ordinary 1	N/A
	Jeeves of Belgravia Limited	Jeeves International Limited	1,140 Ordinary D 8,233 Ordinary C 2,326 Ordinary B 1,301 Ordinary A	N/A
	Jeeves of Belgravia Limited	Lilliman & Cox Limited	10,000 Ordinary	N/A
	Jeeves of Belgravia Limited	Quality Shirt Services Limited	100 Ordinary	N/A
	Jeeves of Belgravia Limited	Tothills Dry Cleaning Limited	362,491 Ordinary	N/A
	Johnson Investment Limited	Semara Group Limited	53,754,528 Ordinary	N/A
	Johnson Investment Limited	Semara Investments Limited	81,918,172 Ordinary	N/A
	Johnson Investment Limited	Greaseaters Limited	2,369,380 Ordinary	N/A
	Johnson Investment Limited	J.S.H.A. Limited	100 Ordinary	N/A
	Johnson Investment Limited	M.S.H.A. Limited	100 Ordinary	N/A
	Johnson Investment Limited	Oxford Software Limited	34,788 Ordinary	N/A
	Johnson Investment Limited	Roboserve Limited	100,000 Ordinary 200,000 Deferred Ordinary	N/A

# MG01 – continuation page

## Particulars of a mortgage or charge

6

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars

Johnson Investment Limited	Bright Clothing Ltd	127,001 Ordinary 1,000 Deferred Ordinary	N/A
Johnson Investment Limited	Semara Nominees Limited	20 Ordinary	N/A
Johnson Investment Limited	Semara Trustees Limited	100 Ordinary	N/A
Johnson Investment Limited	Stuarts Express Dryers & Cleaners Limited	100 Ordinary	N/A
Johnson Investment Limited	ELT Uniforms Limited	2,787,824 Ordinary	N/A
Johnson Investment Limited	Semara Estates Limited	1,000 Ordinary A	N/A
Semara Investments Limited	Quality Cleaners Limited	286,500 Ordinary	N/A
Semara Investments Limited	Johnsons Apparelmaster Limited	13,529,411 Ordinary 1	N/A
Semara Nominees Limited	Semara Estates Limited	1 Ordinary	N/A
Workplace Direct Limited	Fresh Water Linen Services Limited	2 Ordinary	N/A

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## Particulars of a mortgage or charge

6

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars

#### SCHEDULE 1

#### PART 3

#### ACCOUNTS

Chargor	Account Bank	Account Number	Sort Code	Description	Jurisdiction
Johnson Service Group plc	Bank of Scotland	06022077	12-17-40	Collection Account	England
Johnson Cleaners UK Limited	Alliance & Leicester Commercial Bank	06279937	72-00-00	Collection Account	England
Jeeves of Belgravia Limited	Alliance & Leicester Commercial Bank	01966294	72-00-00	Collection Account	England
Johnson Service Group plc	Alliance & Leicester Commercial Bank	06593550	72-00-00	Collection Account	England
Johnson Service Group plc	Allied Irish Bank	08000533	23-84-82	Collection Account	England
Johnson Service Group plc	National Westminster Bank	45252653	601319	Collection Account	England
Johnson Service Group plc	National Westminster Bank	45252629	601319	Collection Account	England
Johnson Service Group plc	National Westminster Bank	43147941	60-13-19	Collection Account	England
Johnson Service Group plc	National Westminster Bank	08532672	60-13-19	Collection Account	England
Johnson Service Group plc	National Westminster Bank	43148603	60-13-19	Collection Account	England
Johnson	National	45099405	60-13-	Collection	England

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**Particulars of a mortgage or charge**

**6**

**Short particulars of all the property mortgaged or charged**

Please give us the short particulars of the property mortgaged or charged.

Short particulars	Service Group plc	Westminster Bank		19	Account	
	SGP Property and Facilities Management Limited	National Westminster Bank	25001116	50-30-10	Collection Account	England
	SGP Property and Facilities Management Limited	National Westminster Bank	25036238	50-30-10	Collection Account	England
	SGP Property and Facilities Management Limited	National Westminster Bank	10212965	60-13-19	Collection Account	England
	Semara Estates Limited	National Westminster Bank	08618992	60-11-06	Collection Account	England
	Semara Estates Limited	National Westminster Bank	45098492	60-13-19	Collection Account	England
	Semara Contract Services Limited	National Westminster Bank	08619034	60-11-06	Collection Account	England
	Johnson Group Properties plc	National Westminster Bank	41490452	60-13-19	Collection Account	England
	Johnson Group Properties plc	National Westminster Bank	43147968	60-13-19	Collection Account	England
	Johnson Group Properties plc	National Westminster Bank	43148611	60-13-19	Collection Account	England
	SGP Property and Facilities Management Limited	National Westminster Bank	45102244	60-13-19	Collection Account	England
	Johnson Cleaners UK Limited	National Westminster Bank	41514173	60-13-19	Collection Account	England

# MG01 – continuation page

## Particulars of a mortgage or charge

6

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars	Johnson Cleaners UK Limited	National Westminster Bank	43147992	60-13-19	Collection Account	England
	Johnson Cleaners UK Limited	National Westminster Bank	43154611	60-13-19	Collection Account	England
	Johnson Cleaners UK Limited	National Westminster Bank	41404688	60-13-19	Collection Account	England
	Johnson Finance Limited	National Westminster Bank	41523180	60-13-19	Collection Account	England
	Johnson Investment Limited	National Westminster Bank	41523199	60-13-19	Collection Account	England
	Johnson (CCG) Limited	National Westminster Bank	41523512	60-13-19	Collection Account	England
	Semara Investments Limited	National Westminster Bank	41596072	60-13-19	Collection Account	England
	Johnson Group Management Services Limited	National Westminster Bank	43147976	60-13-19	Collection Account	England
	Johnson Group Inc (UK) Limited	National Westminster Bank	43147984	60-13-19	Collection Account	England
	Johnson Group Inc (UK) Limited	National Westminster Bank	48000469	60-00-04	Collection Account	England
	Johnsons Apparelmaster Limited	National Westminster Bank	43148093	60-13-19	Collection Account	England
	Johnsons Apparelmaster Limited	National Westminster Bank	43148166	60-13-19	Collection Account	England
	Johnsons Apparelmaster	National Westminster	43148182	60-13-19	Collection Account	England

# MG01 – continuation page

## Particulars of a mortgage or charge

6

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars	Limited	Bank				
	Johnsons Apparelmaster Limited	National Westminster Bank	43148190	60-13-19	Collection Account	England
	Johnsons Apparelmaster Limited	National Westminster Bank	43148204	60-13-19	Collection Account	England
	Johnsons Apparelmaster Limited	National Westminster Bank	43148212	60-13-19	Collection Account	England
	Johnsons Apparelmaster Limited	National Westminster Bank	43148220	60-13-19	Collection Account	England
	Johnsons Apparelmaster Limited	National Westminster Bank	45037493	60-13-19	Collection Account	England
	Johnsons Apparelmaster Limited	National Westminster Bank	45137749	60-13-19	Collection Account	England
	Jeeves of Belgravia Limited	National Westminster Bank	45051909	60-13-19	Collection Account	England
	Alex Reid Limited	National Westminster Bank	06724507	60-14-31	Collection Account	England
	Alex Reid Limited	National Westminster Bank	06815006	60-00-04	Collection Account	England
	Alex Reid Limited	National Westminster Bank	60500042	60-00-04	Collection Account	England
	Sub-co 21 Limited (formerly known as Workplace Engineering Limited)	National Westminster Bank	25046543	50-30-10	Collection Account	England
	SGP Property and Facilities	National Westminster	45121605	60-13-19	Collection Account	England



# MG01 – continuation page

## Particulars of a mortgage or charge

6

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars	Management Limited	Bank				
	SGP Property and Facilities Management Limited	National Westminster Bank	45121621	60-13-19	Collection Account	England
	Jeeves International Limited	National Westminster Bank	00149748	60-00-01	Collection Account	England
	Cleanology Limited	National Westminster Bank	45091072	60-13-19	Collection Account	England
	Johnsons Apparelmaster Limited	National Westminster Bank	45168784	60-13-19	Collection Account	England
	Johnson Workplace Management Limited	Ulster Bank	55358085	95-50-30	Collection Account	Ireland

# MG01 – continuation page

## Particulars of a mortgage or charge

6

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

Please give us the short particulars of the property mortgaged or charged.

Short particulars

#### SCHEDULE 1

#### PART 4

#### MATERIAL CONTRACTS

None



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

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

**COMPANY NO. 1025547  
CHARGE NO. 6**

**THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES  
HEREBY CERTIFIES THAT A SECURITY AGREEMENT DATED 8  
JANUARY 2010 AND CREATED BY ALEX REID LIMITED FOR  
SECURING ALL MONIES DUE OR TO BECOME DUE FROM ANY  
OBLIGOR TO ANY SECURED CREDITOR 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 15 JANUARY 2010**

**GIVEN AT COMPANIES HOUSE, CARDIFF THE 19 JANUARY  
2010**



*Companies House*  
— for the record —

DX  
RO



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